

Refused Shipment:

Any shipment refused for any reason will result in revocation of Dealer’s account with no further shipments. Any refused shipments sent back to Vital Spring’s will not entitle the sender to a refund or credit. It is the Dealer’s responsibility to make all arrangements with Vital Spring’s for the refunded shipment. It is the company policy to charge the dealer all freight charges associated with the shipment and a 25% restocking fee.

Return Policy:

All sales are final. No returns are allowed without a return merchandise authorization number (RMA#) given by Vital Spring’s and after thirty (30) days from the day of the invoice. Dealer will be requested to pay freight on all returned items. All returns are subject to a 25% restocking fee.

Product Shipped In Error:

Items shipped in error by Vital Spring’s require a RMA#. Authorized returns will be reshipped at Vital Springs’s expense, or other appropriate credit will be issued. Returns should be sent securely packaged and prepaid to Vital Spring’s. Full credit will be issued for all freight costs incurred.

Termination of Dealer Agreement:

Termination of Vital Springs’s Dealer agreement may be caused by, but not limited to the following:

- (i) Misrepresentation of Vital Spring’s products, names, or logo (i.e. representing and/or selling other products as if they were actually Vital Spring’s products).
- (ii) Change in management or control of Dealer organization by way of sale, merger, consolidation, or acquisition. Failure to notify Vital Spring’s of such a change is cause for termination.
- (iii) The Dealer becomes insolvent, or credit, becomes impaired or if there are any proceeding instituted by or against the Dealer in bankruptcy, or under reorganization, receivership or insolvency laws, or if the Dealer shall make or attempt to take an assignment for the benefit of creditors.
- (iv) Dealer pricing of the product to Consumers fall below 25 percent (25%) of the MSRP.

In the event of termination, which becomes immediate upon written notification, all use of trademarks, logo types, and trade names must be discontinued immediately. At termination Dealer shall promptly return or otherwise dispose of as directed by Vital Spring’s, all pamphlets, catalogues, advertising materials, specifications and other materials which Dealer may have in its possession or under its control relating to Vital Spring’s or its products, and Vital Spring’s shall have the right (but not obligation) to repurchase all or any part of the Dealer inventory of Vital Spring’s products at the invoice price paid by the Dealer.

Dealer Duties:

Dealer shall utilize its best efforts to promote, extend and maximize sales of the products purchased from Vital Spring’s, and shall conduct its business, and otherwise act, in a manner which will benefit and enhance the product's interests and reputation. Dealer shall not, in the event of damage to any of the product which affects the contents thereof, or renders the packaging unsightly or of less than first class condition, sell or otherwise dispose of such product or permit the same to become the property of any insurer, carrier or salvage company, except in accordance with prior written instruction from Vital Spring’s.

Vital Spring’s Duties:

Vital Spring’s shall fill Dealer’s orders for the Product which are accepted by Vital Spring’s in accordance with the specifications in each such order except to the extent that Vital Spring’s is unable to do so as a result of circumstances reasonably beyond the control of Vital Spring’s. Vital Spring’s shall take reasonably necessary steps to ensure that deliveries of the inventory under this Agreement will be of good quality, properly packaged, in conformity with applicable laws, regulations and requirements. Vital Spring’s shall not be liable for any damages for business interruption, injury to property, increased expenses of operation, lost sales, lost profits, or any other incidental or consequential damages of any kind, whether based on warranty, contract, negligence, strict liability or otherwise.

Acknowledgement:

The Dealer hereby acknowledges that the dealer has read the foregoing Dealer Agreement Form and that the same accurately reflects the Dealer’s understanding of the agreement between the Dealer and Vital Spring’s with respect to the subject matters thereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized representatives as of this _____ day of _____, 20____.

Dealer’s Authorized Representative

Vital Spring’s Authorized Representative

By _____

By _____

Name _____

Name _____

Title _____

Title _____