



Application/Agreement: For Wholesale Purchases

Date _____

**BBP Distribution
1601 Enterprise Unit 2
Fairfield, CA 94533**

**TEL: 1-707-208-5863
FAX: 1-888-674-6252**

Type of Business (circle) Storefront Internet Field Other _____

Business Name: _____ Year Opened _____

D.B.A. Name _____

Business Address _____

Include city, state and zip code.

Shipping Address (if different than Business Address) _____

Include city, state and zip code.

Business Phone _____ Fax _____

Cell Phone _____ Text Okay (circle one) YES NO

Business E-Mail _____ Web Site _____

Resale Certificate # _____ Federal tax ID # _____

Owner and or Title _____

Owners Address _____

Owners Home/cell phone _____ Text Okay (circle one) YES NO

nd 2 Owner and or Title _____

nd 2 Owners Address _____

nd 2 Owner Home/cell phone _____ Text Okay (circle one) YES NO

Bank information:

This needs to be filled out if you are not purchasing items upon pickup or COD and want to apply for 15-Day Terms.

Name of bank _____ Account# _____

Bank Address _____

Bank Phone _____ Contact name _____

Applicant Signature _____

ABOVE SIGNATURE MUST BE BY OWNER(S) OR AUTHORIZED OFFICER OF COMPANY FOR BANK RELEASE INFORMATION.

Credit Card information (REQUIRED): This needs to be filled out if you want to pay by credit card, or if you would like to apply for terms. This card will automatically be charged for any invoices PAST THE DUE DATE.

Type of Card _____ Name as Appears on Card _____

Billing address for card _____ zip _____

Card Number _____ exp date _____

Code on back of Card _____

Terms and conditions for credit card transactions:

- 1. Customer on card is a guarantor of any invoice that wants to be billed by credit card or for any invoice PAST THE DUE DATE.
- 2. Customer is also bound by the terms and conditions Guaranteed by, on all pages of this agreement.

Card holder (sign) _____ Date _____

Second card required only for 15-Day terms and a credit limit of no more than \$5,000.00.

Credit Card information: This needs to be filled out if you want to pay by credit card or if you would like to apply for 15-Day Terms. Terms will not be given without credit card information.

Type of Card _____ Name on Card _____

Billing address for card _____ zip _____

Card Number _____ exp date _____

Code on back of Card _____

Terms and conditions for credit card transactions:

- 1. Customer on card is a guarantor of any invoice that wants to be billed by credit card or for any invoice **PAST THE DUE DATE.**
- 2. Customer is also bound by the terms and conditions Guaranteed by, on all pages of this agreement.

Card holder (sign) _____ Date _____

LIST 2 TRADE REFERENCES WHERE YOU HAVE AN OPEN ACCOUNT.

1. Company Name _____ Phone _____

Address _____

Contact Name _____ ext _____

2. Company Name _____ Phone _____

Address _____

Contact Name _____ ext _____

Returns:

1. All returns must be submitted by you and approved by BBP Dist. in writing.
2. No authorization of returns will be granted for goods more than 30 days past shipping. Credits will only be issued once returns are received and accepted and credit memos are issued.

Warranty:

1. BBP Dist. will not warranty any products not manufactured for BBP Dist., Inc. and its trademarks.
2. Customer must contact the manufacturer for any warranties.
3. Karnage Paintballs will have a manufacturer warranty that is free from reasonable defects. Any defective Karnage paintballs sold direct to you, from BBP Dist. will be determined only by BBP Dist. This does not include any freight damage.

Freight damage or claims:

1. Customers must write down on the bill of lading any damage, shortage or concerns about the product. If customer does not write it down on the bill of lading, we cannot cover any warranty caused by freight damage or shortage.
2. Customer must call BBP Dist. and inform us of any such damage or missing product, within 7 days of delivery.

Proper storage of paint:

When the customer receives paint, customer must store paintballs between 59-86 degrees for any warranty. After delivery paint must warm up or cool down depending on the temperature of the paint at delivery, before being sold to your customers. This warm-up or cool-down could take 24 hours or longer for a skid of paint. To speed up this process, break down the skid and spread out the boxes. Ideal conditions for storing paintballs are between 68 to 72 degrees, with low humidity.

Terms and conditions

This Merchant Agreement is by and between BBP Distribution (öVendorö) and the purchaser of goods from Vendor (öMerchantö). BBP Distribution will not process orders or extend credit without a fully executed Agreement and Resale Certificate on file.

- A. BBP Distr., in its sole discretion reserves the right to refuse to do business with any Buyer. Buyer will be notified of any orders which are declined by BBP Dist.
- B. Any returned checks will be charged a \$25.00 return fee, all invoices will become immediately due regardless of terms, and no new invoices may be created until said check clears payment and invoice is paid in full.
- C. All orders are FOB BBP Dist. warehouse. Merchant agrees that BBP Distribution may exercise reasonable discretion relating to the packaging and labeling of shipments. BBP Distribution can estimate a delivery date but cannot guarantee delivery shipment within an exact period.
- D. Taxes. Any and all taxes arising from the purchase, use or resale of the products, such as sales tax, or any other local tax, are the responsibility of the Merchant. If Merchant claims exemption from any sales, use or other tax by any taxing

authority, Merchant shall save BBP Distribution harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable. BBP Distribution reserves the right to decline doing business with any entity that does not have a paintball specific state business license or does not have a California Resale Tax Number to avoid a 7.75% state/usage tax. BBP Distribution also reserves the right to decline doing wholesale business with any Dealer who does not comply with the Agreement as outlined herein.

E. BBP Distribution will only extend a total combined invoice credit limit of \$5000. All invoices must be paid either immediately or within 15 Days to avoid late charges. Merchant and guarantors understand and agree that all invoices are due and payable in full within fifteen (15) days of the date of the invoice, when a new invoice is created, or when the maximum credit limit of \$5000 has been reached; whichever comes first. Merchant and guarantors agree that all invoices are subject to interest at the rate of 1.5% per month until paid. Guarantors further unconditionally and personally guarantee the full and prompt payment of all sums due BBP Dist. under the terms of this agreement including all cost and expenses of collection. Guarantor hereby waives all defenses to payment under this personal guarantee, including presentment and notice of dishonor.

F. In the event BBP Dist. is required to bring an action at law or in equal against customer or guarantor to enforce the terms and conditions hereof, customer and guarantor hereby jointly and severally agree to be responsible for all attorney's fees and court cost, including expert fees, incurring in the prosecution of any such matter, including a reasonable attorney's fee. By execution hereof, customer and guarantors expressly agree that any such action against them may be brought in the Circuit Court of Solano County, California, and each party hereby submits to the exclusive jurisdiction of that Court. Further, Customer and Guarantors expressly agree that any action against them will be constructed under the laws of the State of California.

G. Prices. All prices, with the exception of invoiced prices, are subject to change by BBP Distribution without notice.

H. Minimum Advertised Pricing. Dealer must comply with the Minimum Advertised Pricing (MAP) set forth, in the most current price list. Upon any failure to comply, Dealer will immediately lose all Dealer privileges. All prices are subject to change without notice. Invoices will reflect current net prices.

The individual signing this Agreement expressly warrants and represents that he or she has authority to act on behalf of, and to legally bind, Merchant.

I hereby authorize the release of any and all information requested by BBP Dist. in conjunction with my application for credit and to report buyers performance from time to time. In witness whereof, I submit this firm offer, intending to be legally bound and to bind my respective heirs, personal representatives, successors and assigns upon acceptance by BBP Distribution.

MERCHANT

SIGNED _____ TITLE _____

SIGNED _____ TITLE _____