



R and R Imports, Inc.

129 Greenway Ave. • Marion, VA 24354

Phone: 877-391-8325

Fax: 276-781-0122

www.rrinonline.com

Vendor Agreement Terms

The following information is required for wholesale customers of R and R Imports, Inc. before placing orders. Please mail or fax this information to the address or number above. Include the following: (1) this Vendor Agreement Terms form filled out, signed, and dated, (2) a copy of your resale certificate/Tax Exempt Certificate, and (3) a copy of the Terms & Conditions for Vendors form with Customer's Initials.

Your R and R Imports Customer Number: _____

Customer Name: _____

Tax ID# _____ (Please attach a copy of your Resale/Tax Exempt Certificate)

Mailing Address: _____

Shipping Address: _____

Phone: _____ Fax _____ Email: _____

Please list all persons (first and last name) authorized to make purchases on your account:

(1) _____ (2) _____ (3) _____

If your business is not incorporated, please list:

Owner: _____ SSN: _____ Owner: _____ SSN: _____

Please check main method of payment:

- COD certified funds
- Credit Card (must complete CC Authorization),
- COD Company check (*must receive prior credit approval)
- Net 30 Terms (*must receive prior credit approval & complete CC Authorization)

My signature indicates I have read and understand all of R and R Imports Inc.'s Vendor Agreement Policies. I also authorize R and R Imports, Inc. to inquire and obtain credit information on our company to be used to establish payment method. I understand that all credit information given is kept strictly confidential and used solely for R and R Imports, Inc.'s purposes.

Print Name

Customer Signature

Date

Credit Card Authorization

The undersigned hereby authorizes R and R Imports, Inc. to charge the credit card number listed below for all purchase orders and/or any and all related charges that are incurred.

Please provide the following information:

Credit Card # _____ Exp Date: _____

Card Type: MASTERCARD VISA DISCOVER AMERICAN EXPRESS

Issuing Bank: _____

Statement Billing Address: _____

Print Name of Person Providing Card Title

Signature of Person Providing Card Date

If you are requesting COD Company Check or Net 30 Terms, we require at least 3 current business credit references that you have been conducting business with for at least one (1) year. Those listed below must allow your company to purchase using either Company Check or Net Terms. Please fill out the following and allow 2-3 weeks for approval. In addition, if you are approved for COD Company Check or Net 30 Terms, and call us to charge your credit card instead, a 3% processing fee will apply.

Company Name: _____ Company Name: _____

Your Account # _____ Your Account # _____

Phone # _____ Phone # _____

Fax # _____ Fax # _____

Company Name: _____ Company Name: _____

Your Account # _____ Your Account # _____

Phone # _____ Phone # _____

Fax # _____ Fax # _____



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Terms & Conditions for Vendors

Welcome to R and R Imports, Inc. The following outlines the requirements and guidelines for a business interested in entering into an agreement with R and R Imports, Inc. for the resale of any and all merchandise offered for sale by R and R Imports, Inc. Please review this agreement, initial at the bottom, and sign the enclosed R and R Imports, Inc. Vendor Agreement Terms and return it with all requested information.

1. Customer Number: All customers will be provided with a Customer Number once all requested information is received. Please include your customer number on all orders and correspondence.

2. Three Easy Ways to Order:

A. By Phone: Please have your orders ready along with your customer number and a preferred method of payment. Call us at 800-883-9017. The Sales Department is open from 9-5 EST. On weekends and non-regular business hours, orders can either be faxed to 276-783-5939 or emailed to your sales representative.

B. By Fax: Please fill out your order form with all information complete, including payment method. Fax to: (276)783-5939, 7 days a week, 24 hours a day. For your protection, please call your sales rep to verify receipt of fax or email.

C. By E-Mail: Send orders to: sales@rrinonline.com or your sales reps direct email address.

3. Payment Methods: As a convenience to our customers, we offer several methods of payment. (All payments must be in US funds, including credit cards).

***Credit Cards:** We accept all major credit cards. If this is your choice of payment, the card will be charged at the time your order is shipped. If the credit card submitted is declined, we reserve the right to send the order COD certified funds. For your protection a Credit Card Authorization Form must be filled out and signed for each card you would like us to keep on file.

***COD Certified Funds:** Cashier's Check or Money Orders are accepted by UPS.

***COD Company Check or NET 30 Day Terms:** Prior credit approval is required. Please allow 2-3 weeks for approval. Until approval, orders will be shipped on alternate payment method until approved.

Returned Checks

A \$35 fee will be charged for each check returned to us unpaid by your bank. All orders will be on "hold" status until account is cleared. Any returned checks will result in changing payment method to money order/certified funds basis only. Failure to pay NSF checks within 14 days will result in orders being cancelled and further collection action taken.

Unpaid Balances

R and R Imports, Inc. reserves the right to charge interest upon any overdue and unpaid balance. Interest will accrue at the rate of 1-1/2% per month (18% annually) until balance is paid in full. Customer agrees to pay all costs and expenses including attorney's fees equal to 30% of the unpaid balance to R and R Imports, Inc. if referred to an attorney for collections or if sent to collection services. Customer also agrees that any suit action or proceeding arising out of or relating to amounts due pursuant to this agreement shall be instituted in the appropriate state court in the County of Smyth, Virginia at the option of R and R Imports, Inc. Customer hereby waives any objections it may have to the laying of venue of any such suit action, or proceedings and does hereby submit to the jurisdiction of said court in any such suit, action or proceeding.

4. Shipping and Handling: All orders are shipped UPS or freight carrier (at your request, your account number, and may result in handling fees). **No PO Boxes Please!** Please specify carrier when ordering. Freight charges are based on weight and are the responsibility of the customer and are billed at time of shipping. We process orders First In/First Out basis.

5. Shortages/Damaged Product(s): If you receive damaged products or shortages of merchandise you must notify us within 7 days of receipt of order. Our carriers will not insure your shipment beyond 7 days of delivery. Failure to notify us within the 7-day period will waive your right to receive an exchange, credit, or reimbursement.

A. If you received damaged product, please keep the original box and packing material. Call Customer Service at 800-883-9017 (9-5 EST) to receive instructions on how to proceed.

B. If you discover a shortage/overage, or an error in pricing of product, please call customer service immediately. Deductions off payment without approval will not be accepted.

6. Returns and Refusals

A. If returning an item, please call customer service for a RA#. In addition, a 15% restocking fee may apply. Any returns received by our Receiving Department without the designated RA# visibly shown on the outside carton, or an expired RA# will result in refusal of the return.

B. All unauthorized returns and/or refusals are subject to a 15% restocking fee plus the original freight charge. Upon receipt of refused orders, the customer's account will be placed on hold status and all backorders will be cancelled. If restocking fee is not paid within 20 days of notification of fees, your account will be turned over to a collection agency and/or our attorney for immediate action. Interest and service charges will be added to your account at this time. If you have questions regarding your order when it arrives, **Please Do Not Refuse Shipment.** You can have your driver bring it back the next day (up to 3 times) or call our Customer Service Dept. while the driver is still there. **DO NOT REFUSE SHIPMENT.**

C. If any of the above instructions are not followed and account is not kept in good standing, no backorders will be honored and no new orders will be taken until account is current. Please call our Customer Service Dept. for any clarification of the above. If a customer does not stay within the parameters of the Terms, backorders may be cancelled.

7. Cancellation/Restocking Fees: All requests for cancellation must be received in writing either by mail, fax or email, and must state the date and reason for cancellation. Cancellation for in-stock product is subject to a 15% cancellation fee, as product is manufactured on an as-ordered basis. Please call Customer Service to verify request of cancellation.

8. Order Status: If you are calling to check on the status of an order, product delivery, billing questions, shortages, over ships, etc. please call our Customer Service Dept at 800-883-9017.

9. Certificate of Resale/Exemption: Before any Vendor pricing or catalogs can be sent, a copy of your Certificate of Resale must be received by R and R Imports, Inc. Under no circumstances will we make an exception to this policy. Please mail or fax to 276-783-5939 a copy of your Certificate of Resale with our Vendor agreement.

10. Selling Requirements: The following selling requirements must be adhered to at all times by you and by any of your affiliates and are to be considered an integral part of this agreement.

A. All goods are sold under full reservation of rights and may not be reproduced in whole or in part in any form without the express prior written consent of an R AND R IMPORTS, INC. agent.

B. No goods may be altered, applied or used as a component or in conjunction with or integrated into other products and resold. Any violation of this provision will result in the immediate termination of this agreement and your privilege to purchase product from R and R Imports, Inc.

C. You agree to distribute and/or sell goods purchased from R AND R IMPORTS, INC. only to Vendor dealers, retail businesses and/or individual customers. In addition, many items listed in the catalog may not be sold by you to trackside vendors and/or any cable television sales programs without the express prior written consent of an R and R Imports, Inc. officer.

D. You agree not to sell any unauthorized, non-licensed, counterfeit or otherwise illegal merchandise.

E. We will only take orders from the authorized buyers you have listed on this agreement. We feel this is necessary to alleviate unauthorized purchase orders.

F. You acknowledge and agree that in the event of your breach of any provisions of paragraph 10 of this agreement, the damages that would result would be difficult to determine and therefore stipulate that in the event of any such breach, damages are stipulated to be a minimum of \$25,000.00 per violation or breach and agree that said amount does not constitute punitive damages, but is an estimation of the minimum amount R and R Imports, Inc. would be damaged. It is further agreed that said stipulated sum does not prohibit or limit R and R Imports, Inc. from proving by competent evidence actual damages in excess of the stipulated sum and that the remedies set forth herein are cumulative rather than in lieu of legal or equitable remedies otherwise available.

Due to manufacturers' policies and licensing agreements, all items are subject to design change without notification. R and R Imports, Inc. reserves the right to discontinue your Vendor's Agreement and account if there is a violation of the above selling requirements or at R and R Imports, Inc.'s sole discretion. Please see following page for information needed from you to expedite the processing of your Vendor agreement and pending orders.

_____ Customer's Initials acknowledging understanding of the Vendor Terms and Conditions.
(Please return a copy of this with your Vendor Agreement.)