



Ion Water Management Co.

P.O. BOX 262326, Plano, TX 75026

Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

Ion Water Management offers two Wholesale Account purchase options, based on volume, as outlined below. Once you establish your account at a certain level, you may change your Wholesale Account level by making the minimum initial order at the level required for the desired Wholesale Account. All subsequent orders must then match the minimum reorder for that level.

Wholesale Level 1

Minimum initial order \$2000 Minimum reorder \$1000
Wholesaler will receive 30% discount from MSRP

Wholesale Level 2

Minimum initial order \$5,000 Minimum reorder \$5,000
Wholesaler will receive 40% discount from MSRP

MSRP

Products or goods purchased from Ion Water Management shall only be sold at the manufacturer's suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 20% below MSRP.

Permission for special sale events beyond the 20% discount by the Wholesale Account must be requested in writing to Ion Water Management and will typically be granted on a semiannual basis.

WEB COMMERCE

No products or goods purchased from or produced by Ion Water Management shall be resold by or through any on-line auction or online store (such as Ebay, Amazon or other similar sites) without the express, written authority of Ion Water Management. If Wholesale Account is planning to sell products produced by Ion Water Management in an online marketplace/store, it

must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Ion Water Management.

PRODUCT IMAGES

Ion Water Management will make available images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use (please allow adequate lead-time for approval; two weeks is recommended).

RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes Ion Water Management goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PAYMENT METHODS

At this time, Ion Water Management is not extending credit terms. All orders must be accompanied by pre-payment. We accept credit card payment online via our website. For orders over \$1,000.00 we can accept a credit card via phone. We do accept checks however the orders will be executed after the check has been cleared by the bank.

PACKAGING

Depending on the product selection, they may come unpackaged and may require additional folding and package prior to resale.

SHIPPING/HANDLING

Items will not be shipped until full payment is received. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to Ion Water Management Customer Service attention within 5 business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to printing or manufacturing defects during the first 30 days, we will work with you to find a resolution.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Ion Water Management makes no warranty, express or implied, as to the merchantability of Ion Water Management products. Wholesale Account also agrees

that Ion Water Management is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Ion Water Management for any legal actions that emanate from such actions.

Ion Water Management reserves the right to cancel the entire agreement or change the terms of this Agreement as necessary. Prices are subject to change without notice. Wholesale party with 30-day written notice can terminate wholesale relationship.

Confirmation of Agreement to Policies, Terms & Conditions

I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Ion Water Management the right to take legal action to enforce these conditions. In the event Ion Water Management must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.

I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

I have reviewed and understand Ion Water Management policies and procedures for payment and shipping as well as all terms and conditions. I authorize Ion Water Management to keep this agreement on file and apply these policies to all future transactions made between Ion Water Management and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Please Email a signed copy of this agreement to sales@ionwm.com or fax entire signed contract to: (940)205-4466 . Keep a copy for your own records. Thank You!