

AGREEMENT BETWEEN CENTRAL STATES DISTRIBUTING AND DEALER

THIS AGREEMENT IS MADE THIS _____ day of _____, 20_____, between

_____ (hereinafter called "Dealer"),

located at _____, and Central States Distributing

(hereinafter called "CSD"), located at 632 S Broadway, Salina, KS 76401.

WHEREAS:

CSD owns the exclusive distribution rights for products manufactured or caused to be manufactured by Everdure.

Dealer has an established marketing network and sells goods of other manufactures and is desirous of selling Everdure products distributed by Central States Distributing.

CSD agrees to appoint the dealer on the terms and conditions below:

1. This agreement shall remain in force for a minimum period of ***1 year*** renewable in periods equal to that specified in this paragraph.
2. All accounts are *PREPAY ONLY* on the first 3 orders and payable at the time of invoicing by one of the following methods: cash, check, or credit card. The order will not be released till payment is made.
3. Dealer may apply for credit term after the first 3 orders have been received. Upon approved credit, terms and credit limit will be established.
4. CSD shall supply publicity and advertising material to Dealer in sufficient quantity for display at the dealer's location.
5. Dealer shall make good faith efforts for the promotion of the sales of CSD's products.
6. Dealer may terminate this agreement with thirty days written notice.
7. CSD may terminate this agreement with cause defined as failure to pay invoices when due. Or failure to sell sufficient quantities of CSD products within the period specified in paragraph #2.
8. CSD agrees to supply to Dealer its products as per Dealer's orders. Failure to supply because of circumstances beyond CSD's control shall not however constitute a breach of this contract.
9. The Dealer acknowledges and accepts the following restrictions on their dealership regarding advertising online: **a)** No selling on Ebay. **b)** Selling on Craigslist okay, but NO PRICING. **c)** No online discounting. **d)** No online retailing designed to market CSD products outside your primary marketing area (PMA), except for CSD "authorized" promotions/specials. **e)** Advertising on your own website, newspaper, etc. pricing can be no lower than MAP (less any advertised rebates by CSD). "offering to ship free" is not allowed either.

X _____
Dealer Representative Date

CSD Representative Date

Printed Name

Printed Name

Central States Distributing
Company Info & References

Company Name: _____

Type of Business: _____

Contact Person: _____

Business Owners Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Year Business Opened: _____ Cell phone No: _____

Phone No: _____ Fax No: _____

Sales Tax No: _____ Fed ID No: _____

Email: _____

Bank Reference

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ Year Account Opened: _____

Trade References

Company Name: _____ Phone No: _____

Company Name: _____ Phone No: _____

Company Name: _____ Phone No: _____

***Please fax this sheet to 785-823-2229 or mail to CSD at
672 S Broadway, Salina, KS 67401***

ABOUT THE MULTI-JURISDICTION EXEMPTION CERTIFICATE

PURPOSE

The Multi-Jurisdiction Exemption Certificate is used whenever an exempt transaction crosses state lines. In Kansas, it takes the place of a Kansas resale or ingredient or component part exemption certificate when:

- 1) an out-of-state business, taking delivery of inventory or ingredient parts in Kansas, is not registered in Kansas,
OR
- 2) a wholesaler is buying inventory.

A Kansas business buying inventory or ingredient parts in another state may also furnish this certificate to the seller in the other state, subject to the laws of that state.

WHO MAY USE THIS CERTIFICATE?

Businesses and wholesalers from other states that do not have a Kansas sales tax number to furnish for a Kansas ingredient or component part exemption certificate or a Kansas resale exemption certificate must use this certificate to certify that they qualify for these two Kansas exemptions when making purchases in Kansas.

A Kansas wholesaler will use this certificate when buying inventory from either another Kansas business or a business in another state. Wholesalers are not required to obtain a Kansas sales tax number. A Kansas retailer may also use this certificate when purchasing inventory or ingredient or component parts from a retailer or wholesaler in another state.

WHAT PURCHASES ARE EXEMPT?

Only goods and merchandise (tangible personal property) are exempt. To be exempt, the tangible personal property must be for:

- wholesale sale,
- retail sale (resale), rental, or lease,
- an ingredient or component part of a new product to be resold, leased, or rented.

In accepting this certificate, the seller should exercise reasonable care and judgment. The property purchased must be of the type normally sold wholesale or retail, leased or rented, or used as an ingredient or component part of a product manufactured in the customer's usual course of business.

Equipment and fixtures for a business are not exempt. When purchased in Kansas, these items are taxable. When a Kansas business buys equipment or supplies from another state, the Kansas business will owe Consumers' Compensating Use tax on these purchases unless a sales or use tax of at least equal to the Kansas retailers' sales tax rate in effect where the item is used, stored or consumed. See Publication KS-1510, "Kansas Sales and Compensating Use Tax" available on the department's web site.

RETAINING THIS CERTIFICATE: Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.