



DEALER AGREEMENT

QUALIFIED DEALERS & DISCOUNT

Qualified dealers with physical showrooms, who display a minimum of three Vicenza Designs' display boards or \$1,000 in Vicenza products on their own displays, are eligible for the wholesale discount. Approved dealers without physical showrooms are eligible for the dealer discount. Vicenza does not offer quantity discounts over the established wholesale discount. Display boards and display pieces may qualify for additional discounts.

DEALER REQUIREMENTS

The following documentation is required to become a qualified Vicenza dealer:

- a). Approved credit application or credit card authorization form
- b). Purchase a minimum three display boards or \$1,000 in loose knobs (showroom dealers)
- c). Copy of Resale License/Permit
- d). Verification of physical showroom, website promotion or literature distribution

MINIMUM ORDERS

Vicenza has no minimum order quantity.

LEAD TIME

Four weeks, with the exception of large or custom orders. Lead time is subject to change at any time.

BILLING AND PAYMENT POLICY

Dealers are invoiced via fax or email upon shipment of order, and payment is due upon receipt. If you would like us to ship using your UPS account, please provide the number here: _____

SUPPLEMENTAL FEES

Customers may request a shortened lead time for a supplemental fee of the greater of \$20 or 20% of the order total.

RETURNS AND CANCELLATIONS

Vicenza's products are all made to order, however to accommodate our dealers, we will accept product cancellations and returns within 30 days of order receipt with a 50% restock fee. All return freight costs are the responsibility of the dealer. Cancellations made within 48 hours of order

WARRANTY

Vicenza warrants its products to be free from defects in material and workmanship for a period of ten years, provided the product has not been modified, abused, misused; or improperly installed, maintained, and/or repaired during such period. Vicenza, at its discretion, will either repair or replace the defective product. Natural aging of finishes is expected; therefore, these changes in patina over time are not considered defects. The Original Bill of Lading is required on all warranty returns.

The undersigned hereby agrees to be bound by the terms and conditions contained in this document and to abide by the attached MAP Policy. The undersigned represents and warrants that they have the authority to bind the Dealer.

Company Name: _____

Address: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

(Please SIGN and PRINT name above. NOTE: Signature Must Be Owner, Partner or Officer)



Made in the USA.

Solid Lead-Free Pewter.

Cabinet Jewelry.

MINIMUM ADVERTISED PRICE POLICY

Vicenza Designs has determined that the interests of all dealers of Vicenza Designs' products are best served through the adoption of a minimum advertised price ("MAP") policy. This MAP policy is designed to (1) protect dealer margins, (2) support Vicenza Designs' products as a premium offering, and (3) avoid destructive intra-brand dealer conflict.

This policy has been unilaterally adopted by Vicenza Designs and will be uniformly enforced.

This MAP policy covers all Vicenza Designs' dealers worldwide. Although dealers remain free to establish their own resale prices, Vicenza Designs will, without assuming any liability, unilaterally impose sanctions as described in this policy against dealers who advertise Vicenza Designs' products at prices below those specified herein. Vicenza Designs will not discuss any conditions of acceptance related to this MAP policy, as it is nonnegotiable, and will not be altered for any dealer.

The current product pricing is published on the Vicenza Designs' website. The MAP price shall not be less than 5% (five percent) less than the retail price listed on the published Vicenza Designs' price list. The price list may be changed from time to time at the sole discretion of Vicenza Designs. Vicenza Designs' dealers are responsible for remaining current with MAP policy, products and pricing. Any advertisement below the MAP will be a violation of the policy.

The MAP policy applies to all advertisements of Vicenza Designs' products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and public signage.

Vicenza Designs neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Vicenza Designs shall constitute an agreement between Vicenza Designs and dealer that the dealer will comply with this MAP policy.

In the event a dealer chooses not to follow the Vicenza Designs' MAP policy, sanctions will be unilaterally imposed by Vicenza Designs. The level of sanctions imposed will increase with each violation of the policy. On the third violation of the policy, the dealer will no longer be eligible for participation in the Vicenza Designs dealer program. The duration of ineligibility is indefinite.

Vicenza reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the Vicenza Designs' website.

Vicenza Designs is not seeking agreement from any dealer to adhere to this MAP policy. It is entirely within the discretion of the dealer whether to comply or not comply.

Note: The only exception to this policy is that stocking dealers may reduce prices on obsolete inventory or when a limited time promotion is pre-approved in writing by Vicenza Designs.