

# **DEALER APPLICATION**

# Please complete and return to: info@sonomaforge.com

Federal Tax ID #:

Year Established:

State Resale #:

Website:

Fax:

# **BILLING INFORMATION**

Legal Company Name:

Owner/Decision Maker:

Address:

City, State, Zip:

Phone:

## SHIPPING INFORMATION

(if different from above)

Company Name:

Address:

City, State, Zip:

Phone:

## **DISPLAYING SHOWROOM INFORMATION** (for listing on our website)

Company Name:

Address:

City, State, Zip:

Phone:

### Sonoma Forge sends all communications by email.

Account Payables email:

Purchasing email:

Total number of showroom locations: Showroom size (ft<sup>2</sup>):

Can customers purchase product on your website? Yes No

800.330.5553 | f 707.789.9201 | info@sonomaforge.com



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### **CREDIT REFERENCES**

(For companies in business for less than 10 years) If available, a corporate vendor reference form can be submitted.

Company name: Account number: Address: City, State, Zip: Phone:

Company name:
Account number:
Address:
City, State, Zip:
Phone:

Company name: Account number: Address: City, State, Zip: Phone:

I hereby authorize the above-named or attached trade references to release information to Sonoma Forge upon its request. I acknowledge and agree that Sonoma Forge's terms and conditions of sale shall govern and control all transactions between the parties and that a copy of such terms and conditions are available from Sonoma Forge upon request. I certify that the information submitted on this credit application is true and accurate. I am authorized to sign on behalf of the Company.

Sign:	Date:
Title:	

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# **Minimum Advertised Price Policy (MAP)**

As part of our expanded sales and distribution network, Sonoma Forge has responded to the need to adopt a Minimum Advertised Price policy (MAP) for all of its products sold through its retail sales channel, including e-commerce.

## Sonoma Forge's strategy behind this MAP Policy is:

- to market the finest in hand-made decorative hardware and plumbing products,
- to build and maintain integrity for Sonoma Forge and its brand equity by emphasizing the value and quality of its products,
- to maximize Sonoma Forge's sales through a strong dealer network by creating equal opportunity for them to expand their sales of Sonoma Forge products,
- to eliminate deep discounting and predatory pricing practices that result in undermining traditional sales channels, and potentially lead to the long-term disadvantage to Sonoma Forge.
- to monitor the use of Sonoma Forge's copyrighted materials (photographs, images, text, trademarks and logos) in the promotion and sale of its products.

### Sonoma Forge's MAP Policy is as follows:

- Only authorized Sonoma Forge displaying showrooms or previously approved internet retailers (both hereafter referred to as "resellers") may purchase from Sonoma Forge and are subject to Sonoma Forge's Terms & Conditions.
- Only authorized Sonoma Forge resellers may market Sonoma Forge products in print media or online and are permitted use of Sonoma Forge's copyrighted materials. This authorization is not transferable. The reseller's website name must be identical to the authorized displaying dealer's name or be directly related to the reseller's corporate entity.
- Only products sold to authorized Sonoma Forge resellers come with Sonoma Forge's full product Warranty & after market product service. Any claims for missing parts and/or a Warranty claim must be submitted with a reference to a Sonoma Forge Invoice for the reseller's purchase order. Failure to do so may result in additional charges.
- Authorized Sonoma Forge resellers are free to set the actual resale price of any product.
- Sonoma Forge prefers that current published List Prices be used on a reseller's internet site. Otherwise, the
  reseller should not advertise prices at a discount greater than fifteen percent (15%) off Sonoma Forge's current
  published List Prices.
- Sonoma Forge resellers shall not offer free shipping, free installation, and other incentives to further offset prices.
- Deviations from this MAP policy may jeopardize an authorized reseller's purchasing status with Sonoma Forge. Sonoma Forge reserves the right to revise, suspend or terminate the reseller's authorization to purchase Sonoma Forge products.
- Sonoma Forge is not required to issue warnings or provide prior notice before taking any action under this policy. However, upon notification from Sonoma Forge of any violation of this MAP policy - the reseller must correct the violation and conform to MAP policy within three (3) business days.
- Sonoma Forge reserves the right to change the applicable MAP policy upon thirty (30) days notice. It is the responsibility of authorized Sonoma Forge resellers to distribute this policy to their employees.

If you have any questions regarding this policy, please contact your regional sales representative or Sonoma Forge. To receive a copy of Sonoma Forge's current List Prices and Terms & Conditions: Please call: 1-800-330-5553, email <u>info@sonomaforge.com</u>, or visit our website: <u>www.sonomaforge.com/pdf/dealer/prices.pdf</u>

# **SONOMA FORGE TERMS & CONDITIONS**

#### <u>PRICING</u>

Lav, Tub, and Shower products include rough valves and trim. Unless otherwise noted, all products are priced individually. Most lav faucet kits include one matching drain.

Shipping, handling, duties, taxes, storage, payment processing fees, etc., are not included.

#### **SHIPPING**

Shipping charges are always prepaid by Sonoma Forge. "Freight Collect" and "Third Party" are not available. Products ship via ground carrier unless requested otherwise. Tracking information is listed on the invoice.

Invoices equal to or greater than \$10,000 qualify for free domestic ground shipping.

Additional charges may apply for lift gate service, excess insurance, residential delivery, inside delivery, limited access delivery, call before delivery, guaranteed delivery, weekend delivery, holiday delivery, changes in delivery, and expedited delivery. Cancelling or returning items that reduce the invoiced total to below \$10,000 will result in billing of the entire shipping charges.

#### WARRANTY

Sonoma Forge products are assembled and finished by hand in the USA. Each part is unique and individual, and may vary slightly from one part to another. Living finishes will change over time, to degrees dependent on environment. This is natural, and these changes are not warranted.

We warrant the quality of our products to be free of manufactured defects and will repair any defective product up to two years from purchase date. Product will be replaced if not repairable, at the discretion of Sonoma Forge.

Replacement parts may not be available for discontinued products after two years of purchase.

Products installed outdoors do not qualify for complete warranty.

Damage from freezing temperatures is not covered under warranty.

Sonoma Forge shall not be responsible or held liable for labor, installation, removal, or shipping charges; consequential, incidental, indirect, special, economic, or punitive damages; as well as illness injury, disability, or death from installation or use of our products.

#### <u>CLAIMS</u>

All orders must be inspected upon receipt. Damage or discrepancies must be reported to Sonoma Forge within three (3) business days of delivery, and before product leaves the original delivery address.

Packaging with visible damage should be noted with the carrier upon receipt. Packages should be refused if product damage is obvious from the outside of the packaging.

Sonoma Forge is not liable for lost or damaged product drop-shipped to a dealer's customer. The dealer takes full responsibility for any drop-shipped product after it has shipped from Sonoma Forge.

#### **RETURNS & CANCELLATIONS**

No returns will be accepted without prior authorization from Sonoma Forge. Sonoma Forge is not responsible for any labor, packaging, shipping costs or damage of returning product. Restocking fees will be assessed based on several conditions, not limited to:

- Date of original invoice:
  - Up to 30 days: 25%
  - 31 to 60 days: 35%
  - 61 to 90 days: 50%
  - 91+ days: negotiable
- Used, damaged, and custom products are not returnable.

Order cancellations are only accepted by email, and are subject to a fee of up to 75%.

#### **CARE & MAINTENANCE**

Wipe with a clean, soft, damp cloth. Mild soap may be used. Blot dry. 100% carnauba wax can be used properly to protect finishes.

For information or parts not listed in our price book, please contact Sonoma Forge.