

# COMMERCIAL PURCHASER AGREEMENT



Please type or print the following information

Name of Business:		
Address:		
City:	State:	Zip Code:
Business Phone:	Fax Phone:	
Cell Phone:	E-mail :	
Web Site:		

Type of business, Please circle Yes or No to each of the following and provide the appropriate information:  
**Must provide a Federal ID # (Social Security # will NOT be accepted.)**

Corporation	Yes	No	Provide Federal ID #
Partnership	Yes	No	Provide Federal ID #
Sole Proprietor	Yes	No	Provide Federal ID #

Please check product line(s) of special interest

<input type="checkbox"/> Agronomics/Lawn Products	<input type="checkbox"/> Consumer Products
<input type="checkbox"/> Animal Products	<input type="checkbox"/> Lubrication & Vehicle Products
<input type="checkbox"/> Building Products	<input type="checkbox"/> Family Care Products

**Include the names of the person/persons, who will be in contact with Conklin Company, Inc.**

Main Contact:	Title:
Contact:	Title:
Contact:	Title:

*I hereby recommend that the above named purchaser be appointed a Commercial Purchaser of Conklin Products*

\_\_\_\_\_  
 Authorized Signature of Commercial Purchaser

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Recommending IBO Signature

\_\_\_\_\_  
 Recommending IBO Number

For Office use only	
New CP #:	waiver
Date:	By:
T&A Code:	
Manager #:	
Status:	DBUD By:

**Mail or Fax Agreement to:**

CONKLIN COMPANY, INC., Attn: Business Marketing, 551 Valley Park Drive, Shakopee, MN 55379  
 Fax: (952) 496-4280 Business Marketing (952) 496-4214

**COMMERCIAL PURCHASER AGREEMENT**

CONKLIN COMPANY, INC., a Minnesota corporation having its principal office at 551 Valley Park Drive, Shakopee, MN 55379 ("Conklin"), agrees to sell, and \_\_\_\_\_ ("Purchaser") agrees to purchase Conklin products, upon the following terms and conditions: (Name of Purchaser)

1. **ITEMS TO BE PURCHASED.**

This Agreement relates to all products marketed by Conklin. Purchaser is limited to \$1,000 per order of Building Products unless Purchaser has successfully completed the Warranty Training Program offered by Conklin.

2. **PRICES.**

The prices for items purchased by Purchaser shall be current Commercial Purchaser Prices. All products shall be shipped F.O.B. from the Conklin Distribution Center.

3. **RESTRICTIONS ON PURCHASER.**

Purchaser is limited to one Commercial Purchaser Agreement per business address and Federal Identification Number. Purchaser can promote and sell the products within the United States but must adhere to the following restrictions: Purchaser will not distribute to multi store locations or advertise in mail order catalogs and dotcom websites. Purchaser agrees to adhere to Conklin pricing guidelines. Purchaser understands that it is not an Independent Business Owner (IBO) of Conklin products, and has no rights in trademarks or tradenames of Conklin in any manner whatsoever unless pre-approved by Conklin. This includes business name, web domain name and email address. Purchaser is not eligible to participate in or receive commissions or other benefits through Conklin's marketing or management plans.

4. **PAYMENT TERMS.**

Purchaser shall remit payment in full to the Conklin Distribution Center with each order unless pre-approved for Conklin's credit program.

5. **TERMINATION OF AGREEMENT.**

This Agreement may be terminated by either party upon (30) days written notice to the other party, provided that Conklin may terminate this Agreement immediately upon a breach of this Agreement by Purchaser.

6. **WARRANTIES, CLAIMS AND LIMITATIONS OF LIABILITY.**

The warranty as set forth on the label on each product purchased by Purchaser is the only warranty provided for the products purchased under the Agreement and IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURCHASE. Purchaser has no authority to extend these warranties to any third party unless the Purchaser has successfully completed the Warranty Training Program requirements offered by Conklin. Defective products shall be returned to the Conklin Distribution Center from which the products had been ordered.

7. **APPLICABLE LAW.**

This Agreement is subject to acceptance by Conklin at Shakopee, Minnesota, and any question concerning its validity, construction, or performance shall be governed by the laws of the State of Minnesota, irrespective of the place or places of performance.

8. **MISCELLANEOUS**

This Agreement constitutes the entire agreement between the parties with respect to this subject matter, and may be modified, amended, or terminated only as herein provided or by an agreement in writing, signed by each party.

9. **RESTRICTION OF ASSIGNMENT.**

Purchaser cannot assign this Agreement without written consent from Conklin.

10. **INDEMNITIES.**

Purchaser is an independent contractor. Neither Conklin nor the Purchaser shall be obligated by any agreement, representation or warranty (except warranties specifically authorized by Conklin, if any, and representations and warranties contained in this Agreement) made by the other nor shall Conklin be obligated for any damage to any person or property directly or indirectly arising out of the operation by Purchaser of Purchasers' marketing business, whether caused by Purchaser's negligence, willful action, failure to act or otherwise. Purchaser agrees to indemnify and hold harmless Conklin against and in respect of any damages, including the aggregate amount of any loss, liability, damage, cost or expense (including reasonable attorneys fees) sustained by Conklin as a result of any breach or default by Purchaser of any provision of this Agreement required to be performed by Purchaser or any act, word or conduct of Purchaser in the operation of Purchasers' business not required by or inconsistent with this Agreement. Conklin shall have the right to defend any claim with respect to which it may be entitled hereunder to seek indemnity from Purchaser. The indemnities, assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement. As an independent contractor and not an employee of Conklin, the Purchaser is responsible for all self-employment (Social Security), income and other taxes and reports relating to the conduct of Purchasers' business. Purchaser must comply to all federal, state, and local laws applicable to the conduct of the business.