

*Agreement*  
***Stocking Dealer or Distributorship Agreement***

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, between the Porcelain Place, LLC, and \_\_\_\_\_ hereby know as PAC/Dealer.

Both parties agree upon the following terms and conditions:

1. Terms of Payment: All orders must be paid in full prior to leaving our docks, by company check, money order, Visa, Master Card, or American Express. All checks and money orders should be made payable to The Porcelain Place, LLC.
2. Returns: All claims must be made within 5 (five) days after receipt of order. Any item found defective will be replaced or an adjustment will be made. No returns will be accepted without prior authorization. A 15% restocking charge will be made for returned merchandise when there is no damage involved. No return will be accepted past 30 (thirty) days after receipt of order.
3. Warranty: All products are unconditionally guaranteed against manufacturing defects. We reserve the right to request that an item be returned to us for examination. Our liability for defects on any item shall not exceed its replacement cost to us.
4. Disclaimer: The burden for safe use of all our products is the sole responsibility of the buyer or user. Our products are to be used by qualified adults who are trained in proper manufacturing procedures and are familiar with their potential hazards. All designs and colors are subject to lot variations. Reasonable substitutes may be made.
5. Patents and Copyrights: Patents and copyrights protect our products and designs. Any use of said patents is prohibited unless otherwise agreed to in writing by The Porcelain Place, LLC.
6. Prices, terms and conditions: All prices, terms and conditions are subject to change without notice in accordance with good business practice.
7. C.O.D. orders: No C.O.D. orders will be accepted or shipped.
8. Force Majeure: Neither party shall be liable to the other party for any delay in or failure of performance of obligation. Under this agreement if such delay or failure is a result of any cause beyond its control, including but not limited to natural calamities, strikes, acts of governmental bodies, wars, riots, and delays in usual source of supply or any other commercial impracticability. In no event will The Porcelain Place, LLC be liable for

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consequential or special damages on account of delay in furnishing products or parts under the terms of this agreement.

9. In the event of an irreconcilable dispute between The Porcelain Place, LLC and the Distributor/Dealer pursuant to this contract, binding arbitration and/or all Court of Law actions, including but not limited to Small Claims Court, will take place in the State of Colorado whose laws will apply above all other state laws.
10. Either party may change this agreement at any time with the giving of thirty (30) days written notice by US Mail to the place of business of the other party. The submitted change will be legally binding when agreed upon and signed by both parties and included as an addendum to this agreement. Signed facsimiles will be considered as original documents.
11. The Porcelain Place, Inc. reserves the right to revoke this contract at any time do to misconduct or other business improprieties on behalf of the Distributor/Dealer. Legal notice will be given in order to allow the Distributor/Dealer time to respond to any issues that have caused The Porcelain Place, Inc. to decide to take such action.

Initial next to desired level of entry:

A) Stocking Dealer

B) Distributorship

Business Name: \_\_\_\_\_

Resale Number: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Porcelain Place, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_