



# Retail Distribution Application

**Introduction**

Thank you for your interest in LeCig. Please complete the Retail Distribution Application. After approval of this application by a LeCig staff member, you will receive the LeCig Wholesale Pricing List and can begin supplying your customers with LeCig Products. We look forward to developing a long-term relationship with your company that will be profitable for us both. Please fill out the application below in as much detail as possible. We also ask that you carefully read through the Retail Distribution Agreement and sign the last page. Once we have received this application along with the signed Retail Distribution Agreement, we will process your information and get back to you within 48 hours.

E-mail: [wholesale@lecig.com](mailto:wholesale@lecig.com) Fax: (870) 642-2072

**Company Information**

Legal Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Website: \_\_\_\_\_ Date Established: \_\_\_\_\_

EIN or SS#: \_\_\_\_\_

Business Entity:  Corporation  Partnership  Sole Proprietor  LLC

**Contact Information**

Owner/Officer 1: \_\_\_\_\_ Owner/Officer 2: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Main Buyer: \_\_\_\_\_ Accts Payable: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

**Sales Channels - Where applicable, please provide details**

\_\_\_ Online Store \_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Retail Store \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ Mall Kiosk \_\_\_\_\_  
\_\_\_\_\_

**Current brands being sold**

\_\_\_ Electronic Cigarettes

Brand #1: \_\_\_\_\_ Brand#2: \_\_\_\_\_

Brand #3: \_\_\_\_\_ Brand#4: \_\_\_\_\_

\_\_\_ E-Liquid/E-Juice

Brand #1: \_\_\_\_\_ Brand#2: \_\_\_\_\_

Brand #3: \_\_\_\_\_ Brand#4: \_\_\_\_\_

**PROJECTED SALES VOLUME**

Please be realistic when entering your projected sales volume. This will not affect the outcome of your application, but will help us to manage our production scheduling to avoid delays.

Starter Kits: \_\_\_\_\_ Cartomizers: \_\_\_\_\_ Accessories/Parts: \_\_\_\_\_

E-Juice 10ml: \_\_\_\_\_ 30ml: \_\_\_\_\_ 50ml: \_\_\_\_\_

## RETAIL DISTRIBUTION AGREEMENT

2012

### **Introduction**

All sales made by LeCig ("Seller") to you ("Customer") are governed by these Terms and Conditions of Sale unless otherwise indicated by LeCig in writing. Please read these Terms and Conditions thoroughly before submitting an application for wholesale pricing. Do not submit the wholesale application unless you understand these Terms and Conditions and agree to abide by them. The Seller reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. Seller shall not accept Customer's purchase orders unless and until Customer consents to these Terms and Conditions of Sale and completes the Wholesale Application. These Terms and Conditions of Sale as set forth in this document supersede the terms and conditions of Customer's purchase order(s) and will govern all transactions between Customer and Seller. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Seller and Customer.

### **Opening Order Minimum**

The minimum opening order is \$400.00, and must be paid to the seller by the customer by credit card. The seller accepts Visa/MasterCard and Discover Card as acceptable credit cards for initial orders. For credit card purchases, 100% of purchase price will be billed at time of order. Orders generally will be shipped within (14)

days of purchase. If more lead time is needed, Customer will be notified within 2 days.

### **Reorder Minimum**

The minimum re-order amount is \$400.00. Terms may be extended by the seller to the customer for reorders as outlined below. For credit card purchases, 100% of purchase price will be billed at time of order. If the initial order will not ship within (14) days, 100% of purchase price will be billed within (14) days prior to shipment.

### **Minimum Sales Price**

Customer agrees to honor minimum Seller pricing structure as outlined on the Wholesale Pricelist. Customer will at no time resell LeCig products at a lower cost than this Minimum Sale Price, but may sell above MSRP at their own discretion. Store discounts and coupons may be applied to LeCig products, but the advertised sales price may not drop below the minimums listed.

### **Payments**

Seller accepts cash/cashier's check, Visa/MasterCard or Discover Card. COD payments are not accepted. Payment terms will only be offered upon approval, to customers who have submitted satisfactory credit references. Net terms will not be offered to first-time customers, but may be requested for second and subsequent orders with pre-approved credit upon credit terms determined by Seller. Company checks will be accepted only with pre-approved credit. Customer will be charged a \$25 service charge for any returned check. Pre-paid orders will be charged in full upon first shipment, even if multiple shipments may occur.

**Default**

It is understood that should Customer become delinquent in payment, no further credit will be extended. Seller will charge Customer interest on all overdue amounts at the rate of 1½% per month (18% per annum), or the maximum amount allowed by law, whichever is less. Customer will also be responsible for and shall reimburse Seller for any collection agency fees up to 30% of the balance owed, reasonable attorneys' fees, and all other reasonable costs and expenses which may be incurred by Seller in the enforcement of these Terms and Conditions of Sale and/or the Customer Order. Customer acknowledges that these charges, fees, and expenses are reasonable under the circumstances as an estimate of the damages Seller is likely to suffer if Customer defaults in its payment obligations.

**Shipping**

Orders will be shipped via USPS or UPS at the Sellers request unless specifically requested otherwise by the customer. LeCig will try to accommodate all rush orders and specific carrier requests. Most orders, from clients in good standing, for in-stock items, are shipped within 3 business days after order and payment, if required, are received. Special orders and backorders will require additional time and can be estimated at the customer's request on a case by case basis. Actual shipping time is contingent upon availability of merchandise and credit verification. All orders are shipped from De Queen, AR unless otherwise indicated. Seller will not be responsible for shipping delays caused by a carrier. Shipping charges may be billed separately on credit card orders.

**Notice of Defects**

Customer is responsible for inspecting the merchandise upon receipt. Any merchandise with visible damage must be noted to the delivery service upon receipt in the Customers warehouse. Customer shall notify Seller in writing within 5 days of customer's receipt of the merchandise of any claims for damages resulting from late delivery or any defect in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or specification. Seller shall not be responsible for shortages when shipments are directed to a third party other than Customer. For freight collect shipments, the Seller will make every effort to provide information and assist in the completion of the Customers claim.

**Acceptance of Late or Defective Merchandise**

Customer's failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Customer may have for damages resulting from such defects, including late delivery.

**Returns of Non-Perishable Items**

Authorized returns and exchanges of resalable and non-merchandise must be accompanied by a completed Return Form. All returns and exchanges of non-defective products will be subject to a 15% re-stocking fee. Customer will be responsible for all freight and shipping charges on items returned that are not the result of Sellers error.

### **Returns of E-Liquid**

Perishable or consumable items, such as e-liquid, cannot be returned unless it is damaged or wrongly shipped. Due to the nature of such product, we cannot resell or refurbish the product for resale, and therefore cannot accept returns for non-damaged items. We do this to prevent tampering of our product and protect the end-user. The seller shall not be liable for defects resulting from goods being stored or used where unsuitable environmental conditions prevail or which have been subject to abnormal degrees of temperature, humidity, light, strain or other treatment.

### **Obtaining Return Authorization**

For fastest return authorization, simply e-mail returns@lecig.com. You will receive a Return Authorization Form which should be completed and e-mailed back. Customer will receive a credit posted to their account for any such return once it is received and checked in by Sellers warehouse. Please allow 5-7 days for credit posting.

### **Changes to Pricing & Products**

Prices are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of shipping. The seller reserves the right, at its sole discretion, to change ingredients, packaging and included documentation. All orders are subject to availability.

### **Confidentiality**

Wholesale prices and pricelists of the Seller's products is confidential, and for the use of the Customer only. Publishing or revealing the wholesale pricing of the Seller's product line outside of the business of the Customer is

strictly forbidden without prior written consent from the Seller. Failure to preserve the Seller's confidentiality in its wholesale pricing will result in the immediate and permanent termination of wholesale status of the Customer. The Seller reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

### **Disclaimer of Warranties**

Seller cannot guarantee variances in color or shade of product or packaging. Merchandise seller hereby disclaims all express and implied warranties, including, without limitation, implies warranties of merchantability and fitness for particular purpose. All such warranties are hereby disclaimed and excluded from any and all transactions between customer and seller and shall not apply to products sold by seller.

### **Limitation of Liability**

Customer acknowledges that the seller shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, or other intangible losses (even if seller has been advised of the possibility of such damages), or personal injuries or death resulting from use or sale of the sellers merchandise.

### **No Liability for Outside Vendors**

Seller shall not be liable for any work performed by any third party vendor referred by Seller and hereby waives any right to assert any claim against Seller for work performed by any other third party or vendor, including but not limited to claims for negligent referral, agency, or respondent superior.

### **Customer's Credit Worsens**

Seller has the right, in addition to other remedies provided by the law, to terminate any delivery or suspend further deliveries of other shipments in the event Customer fails to pay for any shipment when the same becomes due. Should Customer's financial condition become unsatisfactory to Seller, in Seller's sole discretion, Seller may require cash payments in advance or other security satisfactory to Seller prior to shipment.

### **Force Majeure**

Neither Buyer nor Seller shall be liable to the other for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms and Conditions of Sale, in whole or in part.

### **Jurisdiction/Governing Law**

Seller is headquartered in the State of Arkansas, United States of America. These terms and conditions of sale shall be governed by and interpreted under the laws of the State of Arkansas (without regard to its conflicts of laws principles) and the federal laws of the United States of America. If any provision of these Terms and Conditions of Sale is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect. Customer expressly agrees that exclusive jurisdiction for

any dispute with Seller, or in any way relating to these Terms and Conditions of Sale, resides in the courts of the State of Arkansas and you further agree and expressly submit to the personal and exclusive jurisdiction of the courts of the State of Arkansas in connection with any such dispute including any claim involving the merchandise or Seller or its affiliates, subsidiaries, employees, contractors, officers, and directors.

### **Use of Materials**

All materials published on the LeCig website, packaging and promotional materials (including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by LeCig or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the United States copyright laws, and the selection, coordination, arrangement and enhancement of such content are protected by copyright. No material from this website or any website owned, operated, licensed, or controlled by LeCig, product packaging, or other promotional documentation may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You acknowledge that you do not acquire any ownership rights by downloading, printing or reproducing and copyrighted material. The use of any such material on any other website or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to LeCig or the other designated owner of a posted mark.

**Miscellaneous**

These terms and conditions of sale constitute the entire agreement between Seller and Customer, superseding any prior agreements between Customer and Seller. The failure of Seller to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect.

**Samples**

LeCig will make every attempt to accommodate free sample requests for interested businesses. Free Samples will be sent to potential wholesale accounts at the sole discretion of LeCig. Sample recipient must prove they are a legitimate business prior to shipment of samples. Due to fluctuations in inventory, certain sample items may be substituted at the sole discretion of LeCig.

**LeCig RETAIL DISTRIBUTION AGREEMENT**

Acceptance of Retail Distribution Agreement  
Your signature below indicates acceptance of the retail agreement outlined above.

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

Signature: \_\_\_\_\_

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