



Continuing the Tradition

Red Wing Stoneware Company

4909 Moundview Drive
Red Wing, Minnesota 55066
651.388.4610
651.388.0208

redwingstoneware.com

Applicant Store:

Store Name

Owner / Officer

Address

City, State & Zip Code

Telephone

Bank Reference:

Name

Address

City, State & Zip Code

Telephone Fax Number

Account #:

Trade References:

Name

Address

City, State & Zip Code

Telephone Fax Number

Account #:

Name

Address

City, State & Zip Code

Telephone Fax Number

Account #:

Name

Address

City, State & Zip Code

Telephone Fax Number

Account #:

Name

Address

City, State & Zip Code

Telephone Fax Number

Account #:

Type of account requested (Circle One): 30-day Account,

Credit Card or Cash on Delivery:

Credit Amount Requested: _____.

I, _____ residing at _____ for
(Individuals Name) (Name of City, State & County)
consideration for your extending credit at my request to: _____ a
(Company Name)

single proprietor, a partnership, a Corporation (Circle One), authorizes you to release credit information to RED WING STONEWARE COMPANY. The information will be held in the strictest of confidence and used solely to establish and maintain an open line of credit with RED WING STONEWARE COMPANY. I attest that this information given is true and correct. I agree that I (the individual named above) personally guaranty the account. I further agree that this individual personal guaranty is to be performed in Red Wing, Goodhue County, Minnesota. Should a dispute arise concerning this guaranty agreement the proper court to determine the dispute or to enforce this guaranty agreement shall be the Goodhue County District Court or any other court of proper jurisdiction in Goodhue County, the State of Minnesota. Finally, I agree to pay for all purchases, late fees, interest (1.5% per month, 18% annually accounts of 30 days) and collection cost whether purchasing with an open account (30-day), credit card or cash on delivery (Check).

Signature of Guarantor (Owner or President)

Individual's Social Security Number

Date

SUPPLY AGREEMENT

This Agreement is effective as of the ____ day of _____, 20__ (“Effective Date”), between Wells Valley Enterprises, Inc., a Minnesota corporation doing business as Red Wing Stoneware Company, with an address of 4909 Moundview Drive, Red Wing, MN 55066 (“Seller”) and _____, (Company Name) a _____, (Type of Company) with an address of _____ (“Buyer”). For good, valuable and sufficient consideration, Buyer and Seller have entered into this Agreement as of the above Effective Date, subject to the following terms and conditions:

1. DEFINITIONS

Capitalized terms used in this Agreement will have the following meanings:

- A. “Agreement” means this Agreement and all its attachments and amendments.
- B. “Confidential Information” is defined in Section 4, below.
- C. “Effective Date” is as specified at the beginning of this Agreement.
- D. “Product” means the products manufactured by the Seller.
- E. “Specifications” means all applicable specifications, including those attached as Exhibit A, and protocols relative to the design, physical characteristics, function, performance, manufacture, packaging and quality of the Products. Specifications will include those, which have been specifically agreed by the parties, and all applicable published specifications and protocols.

2. SALE AND PURCHASE OF PRODUCT

- A. Sale of Products. During the term of this Agreement, Seller will sell and supply the Products to Buyer at the prices listed in Exhibit A. Additional Products may be added to Exhibit A by mutual agreement of the parties in writing. Buyer, in turn intends to sell the Products at retail. Buyer’s retail price for the products will not be less than the minimum retail price established by Seller, and published on Seller’s website www.redwingstoneware.com. Buyer may sell the Products via the internet, but only on Buyer’s own website. Buyer may not sell Products through third party websites (i.e. Ebay, Amazon, etc.).
- B. Forecasting. Buyer will submit to Seller monthly rolling forecasts covering its anticipated purchases of Products for a period of 12 months. Seller will use all reasonable efforts to satisfy all orders submitted by Buyer.
- C. Orders. Products will be ordered via standard Seller purchase orders, which may be submitted via mail, fax or, if mutually agreed by the parties, other electronic means. Seller will promptly acknowledge receipt of orders. Orders will be deemed accepted upon Buyer’s receipt of Seller’s acknowledgement. In order of priority, the terms of any order will be defined by the terms of (a) this Agreement and (b) the typed portions of Buyer’s purchase order, (c) the typed portions of Seller’s acceptance, (d) the printed terms of Buyer’s order, and (e) the printed terms of Seller’s acknowledgement. Except as otherwise agreed in writing by the parties, the resulting agreement will supersede and control any conflicting representation, agreements, or documentation.
- D. Prices. The price stated in Exhibit A will be the maximum price for an initial period from Jan. 1, 2015 through Dec. 31, 2015. After the initial period, the price is subject to review and good faith negotiation at the request of either party, but not more than once a year. The right to revise the prices will be based on (a) material variations in manufacturing cost, burden rates, including any such variations resulting from

shortages; (b) significant change in forecasted volumes; or (c) Specifications.

- E. Credit Application; Payment Terms. As a condition precedent to Seller selling Products to Buyer on credit terms, Buyer shall satisfy Seller's credit requirements by submitting a credit application. Seller, in its sole discretion, shall have the right to sell Products to Buyer on credit terms or reject any Buyer request for sale of Products on credit terms. Moreover, Seller, in its sole discretion, shall have the right to discontinue sales of Products to Buyer on credit terms.

Except as otherwise specified in a purchase order, if Seller agrees to sell Products to Buyer on credit terms, payment terms will be net thirty (30) after the date of invoice. Invoicing requirements, if any, will be as specified in the applicable purchase order. Notwithstanding the foregoing, the initial purchase order must be fully prepaid by Buyer. Furthermore, in order to qualify for the credit terms, Buyer must submit trade and credit references from time to time as requested by Seller.

- F. Delivery. In addition to the stated Prices on The Red Wing Stoneware Wholesale Price List, Buyer shall pay for all shipping costs for the Products. Products must be delivered to Buyer in accordance with the mutually agreed upon delivery requirements which shall be stated on Buyer's individual purchase orders. Unless otherwise specified in an applicable purchase order, delivery of Products will be f.o.b. Seller's facility, and title and risk of loss will pass at that point. Buyer acknowledges that due to the fragile nature of the Products, shipping requirements can be stringent to ensure safe product delivery.
- G. Allocation. Should Seller, despite such best efforts, be unable to supply the specified quantities or to meet the specified delivery date, Buyer will be a preferred customer for delivery of what Product is available and in no case will receive less than a pro rata share based on volume purchased over the past year.

3. PRODUCTION

- A. Changes. If Seller finds it necessary or desirable to change the Specifications for any Product, or to change the design or production processes affecting the form, fit, function, performance or chemical composition of any Product, Seller will have to give Buyer prompt notice of any such change.
- B. Packaging and Labeling. All Products will be packaged and labeled in accordance with any applicable Specifications.
- C. Non-conforming Product.
- (1) Buyer will have the right to reject any Product, which does not meet the applicable Specifications, within 30 days after actual delivery for all parameters that can be tested at the time of receipt.
 - (2) In the event that any Product does not meet applicable Specifications and Buyer has notified Seller, Seller will repair or replace such Product free of charge and Seller shall cover expenses (including freight and customs clearance, if any) incurred by Buyer in connection with (a) shipment of repaired or replacement Product to the same location and (b) shipment of the nonconforming Product back to Seller (if so requested by Seller) so long as Buyer ensures proper packaging and delivery of such returned Products. In the event of a rejection of defective Product, Seller will ship repaired or replacement Product within thirty (30) days of its receipt of a proper rejection notice from Buyer.
- D. Excused Performance. A party's obligations hereunder, including any delays in deliveries hereunder, will be excused by strikes, riots, war, invasion, acts of God, fire explosion, floods, delay of common carrier, acts of government agencies or instrumentalities, judicial action, and other contingencies beyond the reasonable control of the party. Buyer may terminate a purchase order for any affected Product if Seller remains unable to provide such Product more than sixty (60) days after the date agreed it was to be delivered.

4. CONFIDENTIALITY AND PUBLICITY

- A. **Confidential Information.** “Confidential Information” will mean all data, information and know-how disclosed by one party (“Discloser”) to the other party (“Recipient”) during the term of this Agreement (or in contemplation of it) regarding technology, designs, know-how, computer programs, products, markets and business plans relating to the subject matter of this Agreement (but will not include information excluded by subsection 4.C, below). Disclosures may be made in any manner, including through written documents, magnetic media, electronic transmissions, verbal disclosures, visual presentations, and facility tours. The obligations of this Agreement will apply to all information which the Recipient knows or has reason to know or believe that the Discloser considers to be Confidential Information.
- B. **Obligations.** Each party agrees it shall make no use of Confidential Information of the other party except for the purpose of this Agreement. Such Confidential Information will not be disclosed to third parties without written permission of the owner.
- C. **Exclusions.** These obligations will not apply to a party’s information to the extent that it (1) was already legally in the possession and control of the Recipient prior to its receipt from the Discloser; (2) is independently derived by the Recipient without use of the Discloser’s Confidential Information; (3) is or becomes a matter of public knowledge through no fault of Recipient, (4) is disclosed to a third party by Discloser without a duty of confidentiality on the third party; (5) is disclosed under operation of law; (6) is disclosed by Recipient with Discloser’s prior written approval or (7) is lawfully obtained from a third party under no obligation of confidentiality to the Discloser.
- D. **Publicity.** Neither party may make any public announcement about or advertise the existence of this Agreement or divulge its terms and conditions other than with the prior written agreement of the other party.

5. WARRANTY

- A. **Product Warranty.** Seller warrants that each Product provided to Buyer under this Agreement will comply with all applicable Specifications and will be free from defects in materials and workmanship for a period of 30 days from date of receipt by Buyer or its designated vendor. Seller warrants that any Seller provided software provided with or embedded in a Product will be free of viruses, worms, and other component designed to erase, disable, or otherwise cause harm to computer systems.
- B. **Exclusive Warranty.** THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE PRODUCT. SELLER MAKES NO OTHER WARRANTY AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OR DEALING OR COURSE OF PERFORMANCE IS MADE BY SELLER. NO REPRESENTATIVE OF SELLER IS AUTHORIZED TO GIVE OR MAKE ANY OTHER REPRESENTATION OR WARRANTY OR TO MODIFY THE FOREGOING WARRANTY IN ANY WAY.
- C. **Limitation of Remedies.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND.

6. TERM AND TERMINATION

- A. **Term.** This Agreement will become effective on the Effective Date and unless earlier terminated, will

continue in effect for an initial period of one (1) year, and will thereafter be subject to automatic renewal periods of one (1) year unless either party provides the other with notice of non-renewal.

B. Termination. This Agreement may be terminated as follows:

- (1) By either party for a material breach. Notice of default must be given, including specific charges of default and reasonable requirements to cure. The party in default will have 90 days after notice to cure. If the defaulting party fails to cure within that time, or if it cannot reasonably be expected that the defaulting party will achieve a cure within 30 days after the 90 day period, despite taking substantial steps to do so, the party giving notice may terminate this Agreement immediately.
- (2) The bankruptcy, liquidation, dissolution of either party will entitle the other party to terminate this Agreement by notice, such termination to take effect immediately.
- (3) By either party without having to state cause, upon notice of no less than six (6) months, provided that if termination is by Seller, Buyer will have the rights accorded to it under Section 6, above, as though Seller had elected to exit the business.

C. Termination of Purchase Orders. Either party will have the right to terminate a purchase order in the event the other party fails to cure a material breach with respect to the purchase order within 30 days after notice. Buyer will have the right to terminate any purchase order for safety or regulatory reasons.

D. Survival. All provisions, which are continuing in nature, including but not limited to those involving confidential information, will survive termination of this Agreement.

7. MISCELLANEOUS

A. Assignment. This Agreement may not be assigned by Buyer, without the prior written consent of Seller.

B. Notices. All notices, requests or other communication required or permitted to be given under this Agreement will be in writing and will be delivered in person (including express courier, such as Federal Express) or sent by certified or registered mail, postage and certification prepaid, to Seller, at the address first above written. Any notice given as aforesaid will be deemed given and effective upon actual delivery. Any party may change its address for notice by notice given in accordance herewith.

C. Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the formation, interpretation or alleged breach hereof, shall be resolved in accordance with this Section. The parties agree that any dispute will be submitted to binding arbitration in the City of Red Wing, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any party may initiate arbitration by giving written notice to the other party. The written notice shall set forth the nature of the dispute and the damages sought. The other party may, within ten days of the receipt of the notice, agree with the initiating party on the identity of a single arbitrator. If the parties are unable to agree on a single arbitrator, each party shall name an arbitrator and the arbitrators so named shall choose a third arbitrator. The arbitrator(s) shall arbitrate the matter and, within 30 days of hearing and submission, render a decision and award. The costs of the arbitration shall be shared equally by the parties, except that each party shall be responsible for its own attorneys' fees. The results of such arbitration proceedings shall be binding upon the parties hereto, and judgment may be entered upon the arbitration award in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek interim injunctive relief or specific performance from any court of competent jurisdiction and the parties irrevocably consent to personal jurisdiction and venue for any action allegedly arising out of or related to this Agreement, or the relationship of the parties, within the federal and state courts of Minnesota.

D. Consents. Any approval, authorization or consent required by this Agreement must be in writing, duly

signed by an authorized representative of the granting party. The withholding of an approval, authorization or consent for regulatory, quality, or competitive reasons shall not be deemed unreasonable.

- E. No Joint Venture. Nothing contained in this Agreement will be deemed to create a joint venture, partnership, agency or similar endeavor between the parties hereto. Each party will act solely as an independent contractor and neither part will have any power or authority to direct or indirectly bind or act on behalf of the other.
- F. Governing Law and Venue. This Agreement will be construed in accordance with and governed by the laws of the State of Minnesota, USA. Any actions brought under this Agreement will be subject to the jurisdiction of the federal and state courts for Minnesota.
- G. Merger. This Agreement (including accompanying purchase orders) represents the complete agreement of the parties relative to the covered subjects and supersedes and controls any prior representations or agreements relative to those subjects.
- H. Waiver. No waiver by either party of any default of the other party will be held to be a waiver of any other or subsequent default.
- I. Severability. If any provision contained or referred to in the Agreement shall be determined to be legally invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the remaining provisions of the Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

The parties have caused this Agreement to be executed as of the Effective Date.

Buyer:

By: _____

Name: _____

Title: _____

Seller:

Wells Valley Enterprises, Inc.

By: _____

Name: _____

Title: _____



Continuing the Tradition

Red Wing Stoneware Company

4909 Moundview Drive
Red Wing, Minnesota 55066
651.388.4610
651.388.0208 Fax
redwingstoneware.com

Customer Store Information:

Date: _____

Applicant Store:

Store Name

Shipping Address

Owner / Officer

City, State & Zip Code

Mailing Address

Telephone

Fax

Type of Store: (Please Check One)

- | | |
|--|---|
| <input type="checkbox"/> Department Store | <input type="checkbox"/> Antique Shop (Store owned or Leased) |
| <input type="checkbox"/> Gift Store (Stand Alone Store) | <input type="checkbox"/> Antique Mall (Owned and Managed) |
| <input type="checkbox"/> Gift Store (Mall or Shopping Center) | <input type="checkbox"/> Antique Mall (Lease Area) |
| <input type="checkbox"/> Gift Store (At a Tourist or Entertainment Attraction) | <input type="checkbox"/> Other: _____ |

Type of Ownership: Single Proprietor, Partnership or Corporation (Circle One).

Number of Years in Business: _____

Physical Size of Store in Square Feet: _____

Number of Employee: Fulltime: _____ Part-time: _____

Number of Hours Open Each Weekday: _____

Saturday: _____

Sunday: _____

Type of Product(s) Sold: _____

Sales Tax Exemption #: _____

Federal ID #: _____

Comments: _____

Signature

Date

Hard:RedWing\wholesale\information\storeinformationrequest

Revised: 05.20.2005

“Continuing the Tradition”

Certificate of Exemption

Purchaser: Complete this certificate and **give it to the seller.**

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity, name and specific project:

Exempt entity name _____ Project description _____

Please print	Name of purchaser				
	Business address		City	State	Zip code
	Purchaser's tax ID number		State of issue	Country of issue	
	If no tax ID number, enter one of the following:	FEIN	Driver's license number/State issued ID number		
			state of issue	number	
	Name of seller from whom you are purchasing, leasing or renting Red Wing Stoneware Company				
Seller's address		City	State	Zip code	
4909 Moundview Drive		Red Wing	MN.	55066	

Type of business. Circle the number that describes your business.

Type of business	01 Accommodation and food services	11 Transportation and warehousing
	02 Agricultural, forestry, fishing, hunting	12 Utilities
	03 Construction	13 Wholesale trade
	04 Finance and insurance	14 Business services
	05 Information, publishing and communications	15 Professional services
	06 Manufacturing	16 Education and health-care services
	07 Mining	17 Nonprofit organization
	08 Real estate	18 Government
	09 Rental and leasing	19 Not a business (explain) _____
	10 Retail trade	20 Other (explain) _____

Reason for exemption. Circle the letter that identifies the reason for the exemption.

Reason for exemption	A Federal government (department) _____	I Industrial production/manufacturing
	B Specific government exemption (from list on back) _____	J Direct pay permit # _____
	C Tribal government (name) _____	K Multiple points of use (services, digital goods, or computer software delivered electronically)
	D Foreign diplomat # _____	L Direct mail
	E Charitable organization # _____	M Other (enter number from back page) _____
	F Religious or educational organization # _____	N Percentage exemption
	G Resale	<input type="checkbox"/> Advertising (enter percentage) _____ %
	H Agricultural production	<input type="checkbox"/> Utilities (enter percentage) _____ %

Sign here

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY - If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser	Print name here	Title	Date
_____	_____	_____	_____