

W. T. KIRKMAN® LANTERNS, INC.
Wholesale Terms - Effective January 1, 2011

These terms and conditions override all other information previous printed by W.T. Kirkman.

Wholesale Privileges

The wholesale price is a privilege extended to businesses whose intention is resale of merchandise. Just being in business or having possession of this price list does not automatically confer the right to buy at Wholesale Prices. This is at the discretion of W.T. Kirkman.

First Order

Initial orders must have a net value of \$150.00 and a Dealer/Distributor Application must be in the process of being completed. First orders without a completed Application must be shipped prepaid.

Payment Terms

Approved open account customers: Net 30. (Payment due within 30 days from invoice date) Payments must be made in U.S. dollars only.

Payments for Wholesale Orders via Visa or MasterCard subject to 3% Transaction Fee.

Past Due Accounts

Orders received from customers with a delinquent account (balance over 30 days) will not be shipped until the account is current. A 1 1/2% charge is added to past due amounts per month. The annual percentage rate is 18%. Should the services of a collection agency or legal assistance be required to collect past due accounts, all costs incurred by W.T. Kirkman will be passed on to the debtor.

Order Line (Weekdays 9 - 5 Pacific Time)

Toll Free in USA: 1-877-985-5267 • Phone: 760-789-2156 • FAX 760-789-2379

Minimum Order (Including parts)

\$50.00 per individual order for United States and Canada customers.

\$100.00 per individual order for Overseas (other than the United States, Territories of the United States, and Canada) customers.

Prices

Prices are in effect for 12 months, however, circumstances beyond our control may necessitate price increases in the interim.

All prices are F.O.B. Ramona, California. Freight will be added to your invoice, or billed to your UPS or FedEx account by prior arrangement.

Back Orders

We will "Back Order" items that are temporarily out of stock. If you prefer not to have Back Orders, please mark your order accordingly.

Shipping Errors (Our Error)

Contact our Customer Service Department 760-789-2156.

Return for Credit

Merchandise must be returned in new, saleable condition in the original factory carton, freight prepaid. Please call for an R.G.A. number. A 10% restocking fee will be charged for merchandise returned within six calendar months, and a 25% restocking fee will be charged if items are returned after six months. No credit will be issued for any items returned more than one year from invoice date. W.T. Kirkman reserves the right to refuse issuing credit on any items not resalable as new. Discontinued items cannot be returned without prior approval. Any merchandise returned for credit that is damaged in return transit due to being poorly packed or lacking sufficient interior padding will be refused and returned at your expense.

Claims (Damage Sustained in Transit)

Contact W.T. Kirkman Customer Service 760-789-2156 immediately upon receipt of any damaged item. We are not responsible for damage sustained during shipment. All shipping containers must be retained in order to substantiate the claim. In most cases, the claim will be denied if the shipping containers are not retained for inspection. All claims for shortage must be reported within 48 hours of receipt.

Title

All goods are sent F.O.B. (Free On Board) our warehouse and are delivered to the common carrier well packed and in good condition. Ownership and responsibility for payment occurs at that point even if the goods are subsequently damaged in shipment.

Adding to Existing Orders

We will endeavor to comply, however, if not possible we will treat as a separate order.

Refused Shipments

If a shipment is refused and returned without our prior approval, shipping charges BOTH WAYS, plus a 15% fee will be charged.

DO NOT REFUSE SHIPMENTS BASED ON SUSPECTED DAMAGE WITHOUT PRIOR APPROVAL.

Damages

We are not liable for consequential damages.

W.T. Kirkman® Lanterns, Inc.

P.O. Box 2166

Ramona, CA 92065 • USA

Toll Free in USA 1-877-985-5267

760-789-2156 • fax 760-789-2379

www.LanternNet.com

NORTH AMERICAN IMPORTERS OF GAUDARD OIL LAMPS AND DIETZ® HURRICANE LANTERNS

W. T. KIRKMAN® LANTERNS, INC.
CONFIDENTIAL WHOLESALE DEALER APPLICATION

1. GENERAL INFORMATION

Please Answer All Questions Completely (Print or Type)

Account Type Requested (Check one): Open _____ Prepaid _____ Tax ID or Resale # _____

Company Name: _____

Billing Address: _____ City: _____ State _____ Zip _____

Phone # _____ Fax # _____ E-mail _____

Website Address _____

Shipping Address: _____ City _____ State _____ Zip _____

Owner/President: _____ In Business Since _____

2. CREDIT INFORMATION

Please Fill this Section Out Completely

Bank: _____ Account _____

Street Address: _____ City: _____ State _____ Zip _____

Phone # _____ Fax # _____

3. TRADE REFERENCES

Vendor References From Your Industry

Vendor Name: _____ Account # _____

Street Address: _____ City: _____ State _____ Zip _____

Phone #: _____ Fax #: _____

Vendor Name: _____ Account # _____

Street Address: _____ City: _____ State _____ Zip _____

Phone #: _____ Fax #: _____

Vendor Name: _____ Account # _____

Street Address: _____ City: _____ State _____ Zip _____

Phone #: _____ Fax #: _____

Vendor Name: _____ Account # _____

Street Address: _____ City: _____ State _____ Zip _____

Phone #: _____ Fax #: _____

Vendor Name: _____ Account # _____

Street Address: _____ City: _____ State _____ Zip _____

Phone #: _____ Fax #: _____

W. T. KIRKMAN® LANTERNS, INC.
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4. BUSINESS DESCRIPTION

Please describe your business:

5. BUSINESS INFORMATION

Do you have a retail store front? Yes ___ No ___

Do you print a Catalog? Yes ___ No ___

Website Address _____

Annual Sales: Under \$100K ___ \$100K - \$250K ___ \$250K - \$500K ___ Over \$500K ___

6. TERMS

Our Terms for open accounts are as follows: Net 30 Days. Interest of 1 1/2% per month or part thereof will be charged on all accounts which remain unpaid for 45 days after date of shipment or invoice, whichever comes first.

7. PAYMENTS

Payments by check or money order must be made in U.S. dollars only. Payments for Wholesale Orders via Visa or Mastercard are subject to a 3% Transaction Fee. If you wish to make payments with your Visa or Mastercard, please provide the following information:

Name on Card _____ Card Type: Visa ___ M/C ___

Account Number _____ - _____ - _____ - _____ Ex. Date ___ / ___ CV# _____

8. AUTHORIZATION

Authorized Purchasing Agents:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

I represent and warrant that all information in this application is correct and I agree to the credit terms stated above.

Name _____ Title _____

Signature _____ Date _____