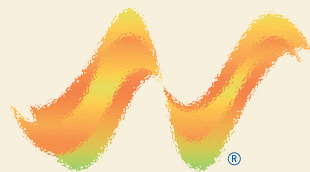


# NEW ACCOUNT APPLICATION



Nutraceutical

## NEW ACCOUNT FAQ

**Q: How long will it take to set up my account and place an initial order?**

A: Once a new account application is submitted and approved, you will generally be able to begin ordering within 48 hours.

**Q: How quickly will I receive my order?**

A: Once we have received your order, standard shipping time is 3-5 business days.

**Q: What are my payment options when placing an order?**

A: We accept payment by credit card, cashiers check, or C.O.D. Additionally, a line of credit may be established by completing and submitting the Credit Application form.

**Q: What is the minimum order amount to receive free shipping?**

A: Currently, net orders over \$200 will receive free shipping.

**Q: What type of order discounts are available?**

A: Your assigned sales representative will be able to provide specific details on all available discount programs.

**Q: What products and brands do you manufacture?**

A: We have over 30 branded product lines. Please consult your sales representative for product specific questions or visit our website at [www.nutraceutical.com](http://www.nutraceutical.com) to learn more about our Family of Brands™.

**Q: What type of sales support do you provide for my account?**

A: Depending on the size and location of your account, sales support will be provided by either an in-field or tele-sales representative. Additionally, our Customer Service Department is available to assist you Mon-Fri, 7AM - 5PM (MST).

**Q: Who can help recommend which products I should buy?**

A: Your assigned sales representative is your best resource for product education and information. Additionally, you may call our Educational Helpline at 1-800-683-9640 with product or ingredient related questions.

**Q: Do you have a product catalog?**

A: Once your New Account Application has been approved, you will receive a catalog of the brands and products that your account is eligible to purchase.

**Q: Can I download the New Account Application packet online?**

A: Yes, please visit our website at [www.nutraceutical.com](http://www.nutraceutical.com)



Thank you for your recent inquiry to become a retail partner with Nutraceutical. We look forward to doing business with you and for the opportunity to provide you with the finest selection of products from within our Family of Brands™.

In order to establish your account, please complete and submit the New Account Application form via fax or mail to Nutraceutical, as follows:

Fax: 1-800-767-8514

Mail: Nutraceutical Corporation  
Attn: Account Maintenance  
1777 Sun Peak Dr.  
Park City, UT 84098

Once we have reviewed and confirmed your application, a member of our sales team will contact you to advise which products you are eligible to purchase and to assist in placing your initial order. During the account set up process, please review the Terms and Conditions of Sale as well as the Frequently Asked Question (FAQ) sections of the New Account Application packet.

We welcome you to contact our Customer Service Department at 1-800-669-8877 should you have questions or require additional assistance.

Sincerely,

Nutraceutical Corporation

# NEW ACCOUNT APPLICATION

## Applicant Options

Online: [www.nutraceutical.com](http://www.nutraceutical.com) | Phone: 1-800-669-8877 | Fax: 1-800-767-8514

## Applicant Information

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

DBA (If Any): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Account Information

- Yes  No  Do you sell from a retail space which is a self contained or physically separate business space?
- Yes  No  Does your account post a visible sign, have regular business hours, and its own staff and cash register?
- Yes  No  Is your store attached to or part of a residence?
- Yes  No  Does your account derive a majority of gross revenues from the sale of natural, nutritional products and consumer products?
- Yes  No  Will your account sell our products on the internet?  
If yes, please provide website: \_\_\_\_\_
- Yes  No  Does your account operate any of the following in which our products will be sold? (Mark all that apply)  
Medical Office  Therapeutic Clinic  Gym / Sports Club  Salon / Spa
- Yes  No  Does your account operate as one of the following? (Mark all that apply)  
Wholesaler  Distributor  Buying Club
- Yes  No  Is your account a previously existing store under new ownership?
- Yes  No  Do you currently own other health and natural food stores?

## Payment Options

We accept payment by credit card, cashiers check, or C.O.D. Additionally, a line of credit may be established by completing and submitting the Credit Application form.

## Account Signature

Disclaimer: Nutraceutical reserves the right, in its sole discretion, to determine which customers or potential customers may purchase its products, and what selection or combination of products, if any, are available to each approved customer. Nutraceutical also reserves the right, in its sole discretion, to sell to any party, to refuse to sell to any party, or to cease selling to any party.

I certify that I have read and accept the above Disclaimer and that the information provided in the sections above is complete and accurate.

Name (Print): \_\_\_\_\_

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

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

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

## OFFICE USE ONLY

ACCT #

LOC #

DATE

ASR #

# CREDIT APPLICATION

## Applicant Options

Online: [www.nutraceutical.com](http://www.nutraceutical.com) | Phone: 1-800-669-8877 | Fax: 1-800-767-8514

## Applicant Information

**Applicant Name:** \_\_\_\_\_ **DBA (If Any):** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Business:** Corporation  LLC  Partnership  Sole Proprietorship  Other   
(Please check one)

## Bank Information

**Bank Name:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Bank Phone:** \_\_\_\_\_ **Bank Acct#:** \_\_\_\_\_

## Credit References

1. **Vendor:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Estimated Yearly Volume \$:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

2. **Vendor:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Estimated Yearly Volume \$:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

3. **Vendor:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Estimated Yearly Volume \$:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

Applicant hereby applies for credit on the terms set forth herein. Applicant hereby agrees to allow Nutraceutical Corporation or any of its subsidiaries or affiliates to order credit reports and conduct credit checks. Applicant understands that all orders must be prepaid or shipped C.O.D. until credit has been approved. If the credit application is approved, terms of payment are 30 days from date of invoice. Interest at the rate of 1.5 % per month (18% per annum) or the highest rate permitted by law, whichever is lower, may be charged on all past due balances. In the event the account is delinquent and satisfactory arrangements have not been made for payment, all costs of collection, including attorney fees, costs and collection fees, with or without suit, will be assumed and paid for by Applicant. Other terms of sale are specified in the Terms and Conditions of Sale (<http://www.nutraceutical.com/terms>).

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Personal Guarantee

The undersigned hereby personally guarantees the prompt and full payment of all amounts owing at anytime by Applicant.

**Print Name:** \_\_\_\_\_ **Social Security #:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

## OFFICE USE ONLY

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT #: \_\_\_\_\_ LOC # \_\_\_\_\_

ASR NAME: \_\_\_\_\_ REP # \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# TERMS AND CONDITIONS OF SALE

- 1. Terms of Sale.** Customer's orders are submitted to Nutraceutical Corporation or one of its subsidiaries (Company) with respect to products to be purchased hereunder (the Products) and will be governed by these terms and conditions (the Terms and Conditions). Nothing contained in any purchase order or other correspondence will in any way modify these Terms and Conditions or add any additional terms or conditions, all of which are hereby expressly rejected by Company. By placing an order or accepting Products, Customer will be deemed to have: (i) accepted and agreed to these Terms and Conditions, and (ii) certified that Customer meets and will continue to meet Company's Standards. These Terms and Conditions may be revised at any time by Company, and orders submitted after such revisions will be governed by the revised Terms and Conditions. The most current Terms and Conditions are available at [www.nutraceutical.com](http://www.nutraceutical.com). Company has the right at any time to revise the prices of the Products without notice. Such revisions will apply to all orders received thereafter.
- 2. Order and Acceptance.** No order will be binding upon Company until accepted in writing by Company at Company's offices in Utah, and Company will have no liability to Customer with respect to purchase orders that are not accepted. Shipment of an order will be deemed to constitute Company's acceptance thereof. Products purchased from Company are not for sale or resale outside the United States without Company's prior written consent.
- 3. Payment.** Unless credit terms have been established, Company requires payment in advance by Visa, MasterCard, American Express, Discover or C.O.D. (C.O.D. orders under \$500 will incur C.O.D. fees but may be paid with a Customer check; if equal to or greater than \$500, a credit card or a cashier's check is required). To establish credit, a completed credit application is required. Upon approval and as to orders within credit limits, terms are net 30 days from date of invoice, unless a different period is stated on the invoice. Company will not be required to make any shipment until payment is made consistent with the terms hereof. Unless otherwise agreed to by Company, all payments hereunder will be in U.S. dollars. Any amounts owing hereunder and not paid on a timely basis will bear interest at a rate of 1.5% per month, which is an annual percentage rate of 18% per annum, or at the highest rate permitted by law, whichever is lower. Returned checks may be submitted for collection and are subject to a \$25 returned check fee. Failure to pay the invoiced amount in full on the terms specified herein will void any and all discounts given and Customer will be liable for Company's standard wholesale pricing. Customer will pay all of Company's costs and expenses (including attorneys' fees, court costs and collection costs) incurred to collect any amounts owing Company. Company reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.
- 4. Shipping.** For retailer orders, unless special promotions apply, there are no shipping charges for net orders of \$200 or more shipped by ground via UPS or Fed Ex or other common carrier. However, Customer is responsible for shipping costs for net orders under \$200, and for the cost of special shipping arrangements (such as 2 day, 3 day and overnight delivery by Air) or packaging requested by Customer. Different pricing may apply to distributor orders or in specific cases. Subject to the foregoing, all Products will be packed in Company's standard shipping cartons and delivered to Customer F.O.B. origin, freight prepaid.
- 5. Delivery.** Shipping and delivery dates are approximate only. Company will not be liable for any loss or expense (consequential, incidental or otherwise) incurred by Customer (or any of its customers) if Company fails to meet such dates for any reason. Customer will be billed for the freight costs if a package is refused, and for a 20% restocking charge.
- 6. Taxes.** Customer's purchase price does not include any federal, state, provincial, local or other taxes or fees that may be applicable to the sale or shipment of the Products, all of which will be the sole responsibility of Customer. Company may either require prepayment of such taxes or fees, or add them as a line item on its invoice, and Customer will reimburse Company for the same within 15 days of the date of the invoice. If a taxing authority later determines such taxes are owing, Customer shall promptly pay or reimburse Company for the same.
- 7. Inspection of Products.** Customer will inspect all Products promptly upon receipt. Any Products that fail in a material way to meet applicable specifications must be rejected in writing within 30 calendar days of receipt of Products by Customer or they will be deemed accepted.
- 8. Returns and Credits.** No Products may be returned for credit or refund without prior authorization of Company. A 20% restocking charge will be assessed on shipments refused or returned within 30 days of shipment date, unless the return is for properly rejected Products. If Company decides at its sole discretion to accept a return of any Products more than 30 days after the shipment date, a 40% handling and return charge will be assessed on all such returns. No expired Products may be returned under any circumstances. Customer will be responsible for all shipping charges for any returned Products, except those that are properly rejected within 30 days and returned with prior authorization. In no event will Company be liable for replacement of Products (or for shipping charges) which have been damaged or abused by Customer or its agents, or which have additional labels or price tags applied. No credits may be taken by Customer without the express written consent of Company. Company will not authorize credit for any products that have been destroyed or discarded by Customer.
- 9. Warranty and Disclaimer.** Customer's sole remedy for defective product shall be a refund of the purchase price. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR QUALITY OR THEIR MERCHANTABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR THE COST OF PROCUREMENT FROM THIRD PARTIES OF ANY SUBSTITUTE GOODS. THE MAXIMUM LIABILITY OF COMPANY HEREUNDER SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO COMPANY.
- 10. Security Interest.** Customer hereby grants, and Company hereby reserves, a security interest in the Products until the purchase price has been paid, foreclosable in accordance with applicable law.
- 11. Contingencies.** Company will not be liable for any delay in performance or for nonperformance in whole or in part caused by the occurrence of any contingency beyond the control either of Company or Company's suppliers.
- 12. Content.** Only approved Customers who meet the Company's Standards may use Content. Customers who choose to use trademarks, artwork, photographs and trade dress found on the labeling of the Products or on Company's websites (the "Content") agree that such use is under a revocable, non-transferrable, non-sublicenseable, non-exclusive license and is only permitted in the normal course of advertising and selling the Products. Company retains the exclusive right, title and interest in and to the Content as well as, at its option, to any modifications and all use thereof shall inure to Company. All use of Content is at Customer's sole risk and Company is under no obligation to monitor any customer's use or notify customers of changes or deletions. Company expressly disclaims any representation or warranty that the Content is valid, that it complies with applicable laws and regulations or that the Content does not infringe the intellectual property rights of third parties. Company may withdraw or terminate this license at any time or may disapprove the use of the Content on or as the URL of particular website(s), in which case such customer shall immediately cease use and transfer ownership upon Company's demand. All promotional and advertising materials bearing the Content shall include appropriate legal notices as established from time to time by Company, including "[Trademark] is a trademark of NutraMarks, Inc." or "[Trademark] is owned by NutraMarks, Inc." The rights accruing to Company hereunder will be deemed for the benefit of Company and its affiliates and subsidiaries.
- 13. Governing Law.** The validity, construction and performance of this contract and the transactions to which it relates will be governed by the laws of the State of Utah without regard to conflict of law principles. All actions, claims of legal proceedings in any way pertaining to this contract or such transactions will be commenced and maintained in the courts of Utah or in a federal court of the United States physically situated in Utah.

ver.1118

## CUSTOMER SERVICE – ORDER PROCESSING INFORMATION

PHONE: 1-800-669-8877

FAX: 1-800-767-8514

HOURS: MON-FRI, 7:00 AM - 5:00 PM (MST)

FREE SHIPPING ON NET ORDERS OVER \$125



# UNIFORM SALES & USE TAX CERTIFICATE

## Applicant Options

Online: [www.nutraceutical.com](http://www.nutraceutical.com) | Phone: 1-800-669-8877 | Fax: 1-800-767-8514

This Tax Certificate is issued to Nutraceutical Corporation or one of its subsidiaries (seller), 1777 Sun Peak Dr. Park City, UT 84098.

## Applicant Information

Account Name (buyer): \_\_\_\_\_

DBA (If Any): \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

## Application Certification

I certify that the buyer listed above is engaged as a (check all that apply):

Wholesaler  Retailer  Other (specify): \_\_\_\_\_

and is registered with the below listed state and city (list all) within which seller would deliver purchases to buyer and that any such purchases are for wholesale or resale, to be resold in the normal course of business and that buyer is in the business of wholesaling or retailing dietary supplements, cosmetics, foods or similar products, which are the types of tangible property to be purchased from the seller.

List each State & City in which you have a registration (i.e. Los Angeles, CA)	State Registration, Seller Permit or ID Number of Buyer (i.e. State Registration #J5433CR3)

I further certify that if any property or service so purchased tax free but is used or consumed by us as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to seller, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

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

(Owner, Partner or Corporate Officer)

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

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