



**Wholesale Application/Agreement**

10105 Auburn Park Drive  
Fort Wayne, IN 46825  
260-969-8331 Phone / 260-969-8334 Fax  
**wholesale@debrand.com**

**BILLING INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Resale Tax #: \_\_\_\_\_

**SHIPPING INFORMATION**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_

How did you hear about DeBrand?

\_\_\_\_\_  
\_\_\_\_\_

Do you currently carry any other chocolate products? If so, please list companies and products:

\_\_\_\_\_  
\_\_\_\_\_

What is your experience handling food items and/or chocolate?

\_\_\_\_\_  
\_\_\_\_\_

Which words best describe your business?

- EXCLUSIVE    MID-MARKET    UPSCALE    REPUTABLE    DISCOUNT    GOURMET    FOOD    GIFT

OTHER: \_\_\_\_\_

**Please Email or Fax the Following:**

- Your State Dept. of Revenues Sales & Your Retailer's Certificate
- Photos of Store Front & Interior

Website: \_\_\_\_\_

Years of Ownership: \_\_\_\_\_  
Years in Business: \_\_\_\_\_  
Annual Store Volume: \$ \_\_\_\_\_  
# of Locations: \_\_\_\_\_  
Plan to sell in all locations?    yes    no  
Authorized Buyers:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Terms Preference:\***

Credit Card  
 Net 30 Days (Complete reference sheet)

*\*Note: First three orders for any new account must be prepaid by check or credit card.*



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### TERMS & CONDITIONS

**APPLICATIONS:** All accounts must complete a DeBrand Fine Chocolates Wholesale Application/Agreement. We are unable to accept or process orders without it. State law requires us to have a copy of your state resale tax certificate or completed ST-105 form. DeBrand reserves the right to approve or deny submitted wholesale applications for any reason. DeBrand reserves the right to request photos of your store prior to approving your application and also once your application has been approved. DeBrand may provide signage or photos that are needed to promote our products. DeBrand has the right to revise the Wholesale Application/Agreement at any time. Accounts will be required to resign the Wholesale Application/Agreement if/when revised.

**WHOLESALE QUALIFICATIONS:** In order to qualify for a DeBrand Fine Chocolates Wholesale Account (and Wholesale Pricing), your business must meet all of the following criteria.

- Product is being sold and displayed in a retail space (either a brick-and-mortar storefront or on a retail website)
- Product is being resold by your company (see below for retail pricing terms)
- Product is purchased in case quantities.
- Product is shipped to retail stores (not drop-shipped to end consumers)

If you don't meet the above criteria, but are interested in DeBrand products for promotional or corporate gifting, special events, or large volume orders, you may qualify for a discount through our retail division. Please contact [customerservice@debrand.com](mailto:customerservice@debrand.com) for more information.

**NEW ACCOUNT TERMS:** All new accounts are required to purchase their first three orders using credit card. If terms are desired the reference section above must be completed. Once references have been received, processed and approved you may be granted open terms. Open terms are Net 30 Days. Payment of the invoice is due on receipt, not to exceed thirty (30) days after date of invoice. No COD's. We also accept the following credit cards: VISA, MasterCard, Discover and American Express. All orders placed by companies with an international billing address must be paid in full prior to ship date via credit card or wire transfer.

**DELINQUENT ACCOUNTS:** Accounts not paid within credit terms will be placed on hold. Unresponsive accounts may be placed for collections. Service charges will be added to unpaid invoice balances exceeding credit terms by one (1) day or more beyond credit terms at the rate of 3% per month. RETURNED CHECKS are subject to a \$35.00 service charge. The customer agrees to pay any and all expenses of collections, including attorney's fees and the cost of litigations should customer's account become delinquent and DeBrand determines such action is necessary.

**SHIPPING:** All orders will be processed and shipped via FedEx. (DeBrand reserves the right to change shipping carriers without notice.) Shipping charges will be added to your invoice. Ice bricks will be added to your order/invoice at our discretion to ensure product protection during transit. Next Day Air is available upon customer request and the extra shipping charges are the responsibility of the customer. If you choose to have your product shipped via FedEx third party or another shipping carrier, there will be an additional handling fee based on each separate order that is placed.

**PRICING:** You are required to charge retail pricing that is equal to or greater than DeBrand retail pricing with the exception of excess or past seasonal products. Prices are subject to change without notice. DeBrand reserves the right to change our price list/order form without notice. DeBrand will inform accounts of any price list/order form changes as well as the effective date of change.

**PLACING ORDERS:** *The order form provided can be submitted via email at [wholesale@debrand.com](mailto:wholesale@debrand.com), phone at 260.969.8335 (Ask for Wholesale Division) or fax at 260.969.8334.* Product ordered must meet the case quantity requirements listed; if less than minimum is ordered, retail price will be charged. To avoid a service fee of \$25, order value must be a minimum of \$250.00. Orders will typically be shipped within 2-5 business days from when order is received, unless otherwise specified.

**CANCELLING ORDERS:** Any canceled order may be subject to a restock fee of 10% of the order total.

**SHIPPING PROBLEMS, SHORTAGES, OVERAGES, DAMAGES OR ERRORS:** Please have your PO/invoice number when calling or emailing [wholesale@debrand.com](mailto:wholesale@debrand.com). To avoid errors, we will email an order confirmation to you, in order for you to check the order and let us know immediately if anything has been entered incorrectly or if you need to add-on or make changes. All claims should be reported within 24 hours upon receipt of the order. Claims submitted after 5 days will not be honored. By federal law, food products cannot be returned. We will determine where an error occurred. If the shipment contains boxes that are obviously damaged, open, or resealed, please refuse the suspect boxes. You may accept the other boxes in the shipment and refuse only the boxes that are damaged, opened, etc. We will contact the carrier to arrange for an inspection. You MUST keep the original shipping boxes (with shipping labels intact) and the packing materials for any claim to be honored until an inspection has been performed or you are instructed otherwise by DeBrand personnel. It will be our discretion whether a call tag is issued, inspection will occur or defective merchandise is to be destroyed. If out of product ordered, DeBrand will contact you with the option of having items back-ordered.

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**PRODUCT:** All DeBrand products are labeled with an "Enjoy By" date. This is a firm expiration date that must be followed. DeBrand has the right to remove product that is not being rotated or is being sold past the "Enjoy by" date. DeBrand requires that you destroy any product that is at or exceeds the "Enjoy by" date (at your expense). DeBrand encourages sampling out of any product coming up on its "Enjoy By" date, to help sell through product. Selling products past their "Enjoy By" date may result in immediate termination of your Wholesale account. You and your business will be held liable for any customer harm caused by selling a DeBrand product past its "Enjoy By" date. DeBrand offers empty box sets to be purchased to be filled with bulk chocolates. Only DeBrand products may be placed inside of DeBrand boxes. You and your business will be held liable for any customer harmed by selling chocolates that do not match the ingredient list on the bottom of the boxes.

**TERMINATION:** Both parties have the right to terminate the wholesale agreement at any time for any reason.

**Allergy Warning:** *DeBrand products may contain traces of milk, wheat, eggs, soy, peanuts, tree nuts [almonds, pecans, walnuts, Brazil nuts, cashews, coconut, hazelnuts, macadamia nuts, pistachios, pine nuts], and/or shell fragments.*

THE UNDERSIGNED HAS READ, UNDERSTANDS AND AGREES TO THE ABOVE TERMS AND CONDITIONS. THE UNDERSIGNED CERTIFIES THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CURRENT.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Date*

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*Please fill out and sign this form. Failure to sign or provide complete reference information (if applying for credit) will delay processing.*

**BANK REFERENCE**

Bank Name: \_\_\_\_\_  
Acct. Mgr. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**BUSINESS REFERENCES**

**Company 1:** \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Company 2:** \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Company 3:** \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

*We hereby authorize our reference to release credit information to DeBrand.*

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

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

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