



DISTRIBUTOR AND DIRECT WHOLESALE GENERAL TERMS & CONDITIONS 2009

WORKING WITH FIFTH TOWN ARTISAN CHEESE

Only authorized retailer, restaurants, wholesalers and distributors registered with Fifth Town may distribute and sell the product.

When you choose to carry Fifth Town dairy products, you become part of an organization dedicated to environmental stewardship and high quality standards. We encourage our distribution partners to develop their own environmental plan.

Proper handling of delicate soft ripened and other cheeses is paramount. For those selling the soft ripened cheeses or hard aged cheeses, a proper dairy case for presenting cheeses is mandatory. Fifth Town reserves the right to limit which products the retailer can sell depending on an assessment of fine cheese product handling capabilities.

We highly encourage training of retail/cheese counter staff. Fifth Town will provide product knowledge papers and training to all selling our cheese. We will also provide sales support.

Retailers or wholesalers found to consistently be the subject of customer complaints regarding the condition of the cheese when purchased or regarding service levels must address the problem in an expedient manner. Failure to do so could result in termination of this agreement.

EXCLUSIVITY

Exclusive arrangements by geography, market segment or product may be negotiated.

MINIMUM ORDERS: For all orders shipped or delivered *outside of Prince Edward County*, we require a minimum order of \$100.00. If you choose to pick up your order at the dairy, no minimum is required.

ORDERING: If accounts are left inactive for more than three months, they will be contacted by Fifth Town and subject to termination.

CANCELLED ORDERS: Once it leaves our shipping bay, it's yours. If you cancel the order 24 hours before it has left the dairy, you will be subject to a 10% of invoice re-stocking fee. Orders cancelled in advance of 24 hours will not incur re-stocking fee.

PROCESSING/SHIPPING: Only whole wheels are shipped at wholesale prices. Requests for pre-cut/individually wrapped wedges will incur an additional 10% service charge per cost of the wheel.

All wholesale/retail orders require 2-5 business days to pick and pack so please take this into account when ordering. Rush orders may be noted but not guaranteed. Shipping is done by delivery van or overnight courier to ensure optimal product condition.

Shipping costs are billed to buyers at pass through rates.

PAYMENT & TERMS: Terms vary by discount class. First order must be paid for by cash, credit card or cheque. For farmer's market orders payment in cash, cheque or credit card is required upon each pick up or delivery. For registered distributor accounts, payment is due in 45 days of invoice date. Direct Wholesale accounts are due in 30 days. Customers are invoiced with each shipment. Overdue payments will be charged 2% interest per month or on a pro-rated basis per day. Accounts with invoices outstanding over 60 days will not be shipped any more product until invoices are cleared up.

If paying by credit card, it is your responsibility to keep a valid credit card on file with Fifth Town and to provide 30 days notice of any change in billing address, expiration or other information related to your credit card. Failure to do so will result in delays. Any denials on your credit card will lead to your account being placed on hold pending review of card status and resolution.

SHIPPING & DELIVERY: Orders over \$1000/invoice will receive free shipping. Below \$1000, courier and/or any shipping costs will be passed on without mark up to the buyer. Buyer's can specify preferred shipping service if desired. Delivery Charges are extra and can vary with distance. For FT house account delivery rates, please call customer service for rates. Typical range is \$10-30/drop depending on location.

CUSTOMS/BROKERAGE: International Accounts are responsible for all costs relating to duty charges and customs/brokerage fees.

RETURNS: Fifth Town carefully packs and inspects all shipments before sending. Fifth Town **does not accept physical returns** of product under any conditions. However, replacement of defective product when best before date has not been reached may be issued at Fifth Town's discretion. If the product has developed a defect before its best before date the product may be returned for full credit if pre-approved by FT sales or customer service staff. Returns not pre-authorized will not be credited. **Product not sold or returned before the best before date is the responsibility of the re-seller and cannot be returned under any circumstances.**

ONLINE SALES AND DISTRIBUTION: Fifth Town encourages re-sellers to sell FT through their online sales and distribution channels.

USE OF FIFTH TOWN LOGO: Fifth Town logo can be used for the promotion of the cheese by approved and active wholesale and retail accounts.

COOPERATIVE ADVERTISING & PROMOTIONS: Fifth Town will consider co-op advertising. Campaign outlines, budgets and benefits to Fifth Town statement must be submitted IN ADVANCE for approval. Participation is discretionary.

PRICING: Fifth Town prices according to suggested list price. Wholesale discounts range between 25-40% depending on account volume and location. Please see price list for details. Fifth Town reserves the right to changes prices at any time however will provide 30 days notice of any price changes.

GREEN RETAILER POLICY/ESP PROGRAMME: Those who qualify will receive an extra 1-2% discount depending on monthly volume. See attached for details

I have read and understood Fifth Town Terms of Sale

Name:

Date: