

Brownwick LLC.

DbA: The Wondermill Company
322 West Griffith Road
Pocatello Idaho 83201
Phone 208-234-9352
www.thewondermill.com

How To Become An Authorized Canadian Dealer

**In order to become an Authorized Dealer,
Please fill out and initial ALL pages of the
Dealer Agreement Form below
Please email to service@thewondermill.com
Or Fax to 208-419-0602**

Store Information:

(this Information will be displayed on our website)

Store Name _____
Telephone (____) ____ - _____
Street _____
City _____
State _____
Zip Code _____ Country ---Canada _____

Account Information:

Contact Name _____
Contact's Telephone (____) ____ - _____
Contact's Email Address _____
State Tax ID # _____
Employer ID # (EIN) _____

Shipping Information:

Ship-to Name _____
Street _____
City _____
State _____
Zip Code _____
Canada _____

**In order to become an Authorized Dealer you must fill out the
Dealer Agreement Form below.**

WONDERMILL AUTHORIZED RETAIL SELLER AGREEMENT

This Retail Seller Agreement (“Agreement”) is entered into as of the date specified below between Brownwick llc --. **Dba** Wondermill (“the Company”) having a business location at 322 W. Griffith Rd., Pocatello, Idaho, 83201

And _____ (“Retailer”)

Having a business address at _____ City _____ St _____ Zip _____,

WHEREAS the Company manufactures and/or markets certain kitchen appliances under the WONDERMILL brand names and it desires to authorize Retailers to sell these products to consumers, and

WHEREAS Retailer is willing to undertake sales of the Authorized Products, as defined below, on the terms and conditions set forth herein.

Now, therefore, the Company and Retailer agree as follows:

1. Definitions

- a. **“Authorized Products”** - The kitchen appliance products or any other type of products manufactured and/or distributed by the Company under the WONDERMILL brands.
- b. **“MAP”** – The Company’s Minimum Advertised Pricing policies, which are updated from time to time and are designed to protect the valuable goodwill associated with the Authorized Products and the economic opportunities available to distributors of the Authorized Products. The Company’s MAP policies are incorporated herein by reference.
- c. **“Trademarks”** – This term encompasses all federal and common law rights in and to the following protected brands: WONDERMILL®

2. **Duration.** This Agreement shall be effective from the earliest signature date noted below and shall expire twelve months thereafter. The agreement shall automatically renew for successive twelve month durations unless termination by either party under the terms set forth herein.

3. Retailer’s Obligations.

Retailer shall perform the following obligations:

- a. Retailer shall act as an independent entity, purchasing the Authorized Products from the Company and reselling to consumers.
- b. Retailer shall merchandise the WONDERMILL products along with their available accessories and replacement parts.
- c. Retailer shall host cooking classes when possible highlighting WONDERMILL products.
- d. Retailer shall receive product training provided by the Company.
- e. Retailer shall display only approved signage for the Authorized Products.
- f. Retailer shall, at all times, conduct its business in such a manner as will reflect favorably on the Company and the manufacturers of the Authorized Products. Retailer shall not employ any deceptive or express any misleading or deceptive advertising or promotional materials, and shall not engage in any act which, in the sole judgment of the Company, would be harmful or detrimental to the Company or any other customers, demonstrators, retailers, or distributors of the Authorized Products.

Initials _____

4. **The Company's Obligations.** The Company shall perform the following obligations:
 - a. The Company shall offer tiered pricing structures to Retailer for the Authorized Products depending on the type and volume of products to be sold by Retailer.
5. **Minimum Advertised Pricing.** Retailer has read and understands WONDERMILL's policies regarding Minimum Advertised Pricing ("MAP"). Retailer further agrees that:
 - a. Retailer agrees that the Company's MAP policies apply to all advertisement in all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, television, radio, public signage, books, seminars, all internet web pages and websites (including without limitation Facebook, Twitter, eBay, etc.), email quotes, phone quotes, or any other type of media.
 - b. Pricing of Authorized Products must be in accordance with the Company's established MAP policies. Retailer acknowledges that the Company may, in its sole discretion, change or revise its MAP lists. It is, therefore, the Retailer's responsibility to obtain and strictly follow the Company's most recent MAP lists and any updates thereto.
 - c. Retailer agrees that any direct or implied advertising of the Authorized Products below MAP can have an adverse effect on the valuable goodwill associated with the exclusive brands represented herein, thereby causing irreparable damage to the protected brands, to the Company and to its other distributors. Retailer may not advertise that it offers a "lowest" price or that it will beat another's advertised price.
 - d. Although Retailer may not advertise the Authorized Products below the established MAP price, it may establish a higher advertised price.
 - e. Violations of MAP policies by Retailer will constitute a material breach of this agreement.
6. **Non-Exclusive License To Trademarks.** Retailer acknowledges that the Trademarks are valuable intangible assets of the Company and that all use of the Trademarks shall be in strict accordance with this Agreement. Retailer agrees that all advertising using the Trademarks and/or all advertising of the Authorized Products shall first be approved by the Company, which approval shall not be unreasonably withheld.
7. **Retail Sales Only.** Retailer shall only engage in retail sales of the Authorized Products to end uses. Any sales by Retailer of the Authorized Products to sub-dealers, distributors, non-end users, or any other party that ultimately resells the products is strictly prohibited, unless agreed upon in writing by the Company.
8. **Cessation of Advertising And Use of Trademarks.** Upon termination of this Agreement, Retailer shall immediately discontinue all use of the Trademarks and shall cease to advertise or represent itself as an authorized Company dealer. Retailer agrees that the Company is entitled to emergency injunctive relief at Retailer's expense, including the Company's reasonable attorneys' fees, should Retailer fail to immediately suspend all advertising of Authorized Products and all use of the Trademarks.
9. **Policies And Procedures.** Retailer agrees to abide by all published Policies and Procedures of the Company, and acknowledge receipt of the current Policies and Procedures.
10. **No Internet Sales.** Retailer shall not sell the Authorized Products over the Internet.
11. **Account Terms.** Purchases of the Authorized Products by Retailer are to be prepaid.
12. **Warranties/Returns.** The Company warrants its products and Retailer shall be entitled to rely upon any written warranties provided for each product. Retailer shall educate customers about the warranty procedures established by the Company and the various manufacturers, which warranties are product specific. The Company will provide authorization, customer support and direction needed to complete the warranty process. The following steps must be completed by your customer to have warranty work authorized:
 - a. Package the product securely in appropriate packing material;
 - b. Include a copy of the Warranty Claim Form;
 - c. Include a copy of the original purchase receipt;

Initials _____

- d. Include a statement, giving specific reasons for the return, customer's address, and contact numbers;
- e. Pay to have the item shipped to the Company;
- f. Ship the product to: WONDERMILL / 322 W. Griffith Rd. / Pocatello, ID 83201; and
- g. Pay for return shipping of product.

- 13. Repackaging.** Retailer may not repackage any Product without written approval from the Company.
- 14. Confidentiality.** The Company and Retailer each agree to keep confidential all information including, without limitation, the terms of this agreement, any business and financial information regarding the Company, the Authorized Products, customer and vendor lists, and pricing and sales information concerning either party hereto.
- 15. Prohibition of Assignment.** The rights conferred on Retailer by this Agreement are not assignable or transferable. The Company may terminate this Agreement in case of any merger of Retailer with another firm or company or any transaction resulting in a substantial change in the person(s) having a majority of the shares of or a controlling interest in Retailer.
- 16. Release from Responsibility.** Neither party shall be liable for failure to perform its part of this Agreement when such failure is due to fire, flood, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), embargoes, blockades, legal restriction, riots, insurrections, or any cause beyond the control of the parties, providing these events could not be foreseen or the effects of these events prevented, when the Agreement was entered into. Such events will only release a party from responsibility if they result in the impossibility, temporarily or definitely, of performing its part of the Agreement to the exclusion of events which simply involve that performance will be more difficult or more costly. Moreover, the benefit of this clause shall only be applicable if the said events are not subject to other dispositions under one of the clauses of the present Agreement.
- 17. Termination.** Each party may terminate the present Agreement with immediate effect, in occurrence of an important event constituting a justifiable reason for the termination, by written notice. A justifiable reason for termination is any violation of obligations that is of sufficient importance not to allow for the continuing of the relationship on a reciprocal confidence basis. The parties jointly declare that the violation of any provision in this Agreement is to be considered as a justifiable reason for termination. The following events shall also be considered as justifiable reasons for termination:
- a. Bankruptcy;
 - b. Death or incapacity of Retailer;
 - c. Civil or criminal sentences which may affect Retailer's reputation or hamper its activities; or
 - d. Changes in the ownership or control of Retailer's business.
- 18. Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at addresses already specified in this Agreement.
- 19. Entire Agreement and Amendment.** This Agreement constitutes the entire understanding between the parties hereto and supersedes any prior agreements or understandings. This Agreement cannot be amended by any oral agreement or understanding or by any past practice or course of dealing. NO sales representative or non – authorized employee of the Company has any authority, express or implied, to amend, alter or change this Agreement.
- 20. No Waiver.** Failure by either party to require performance of any term or obligation of this Agreement shall constitute a waiver of its right to (1) subsequently enforce such term; (2) enforce other terms of this Agreement; or (3) terminate this Agreement.
- Initials** _____
- 21. Applicable Law.** This Agreement shall be enforced and interpreted under the laws of the State of Idaho as applicable to contracts or agreements executed in or to be performed in the State of Idaho. Any action to enforce this Agreement shall be brought in state court in Bannock County or federal court in the District of Idaho, Central

Division. Both parties agree to be subject to jurisdiction and venue in either state court in Bannock County or federal court in the District of Idaho, Central Division.

22. Independent Entities. Nothing contained herein shall affect, modify or change the fact that the Company and Retailer are separate legal entities and are not representatives or agents of each other. This Agreement does not create a joint venture, partnership and/or agency relationship.

23. Limitation of Liability. RETAILER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, PARTNERS, MEMBERS AND OTHER OWNERS, AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING LEGAL FEES) INSOFAR AS SUCH LOSSES, OR ACTIONS IN RESPECT THEREOF, ARISE FROM OR ARE BASED ON: 1) ANY FAILURE OR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, OR AGREEMENT MADE BY RETAILER HEREIN; 2) ANY MISUSE OF THE COMPANY'S TRADEMARKS OR TRADE NAMES AND 3) ANY CLAIM RELATED TO RETAILER'S BUSINESS OR OPERATIONS OF ANY KIND.

IT IS SO AGREED THIS _____ DAY OF _____, 20_____.

WONDERMILL COMPANY

RETAILER

Printed Name _____
Title _____
Date _____
Signature _____

Printed Name _____
Title _____
Date _____
Signature _____

Brownwick Ilc. Dba

The Wondermill Company

322 W. Griffith Rd.
Pocatello Idaho 83201
(208) 234-9352

Credit Card Authorization Form

I _____, hereby authorize Brownwick Ilc. To charge my credit card account in the amount due for product and services.

() VISA () MASTERCARD () AMERICAN EXPRESS () DISCOVER

Credit Card Number _____

Expiration Date ____/____/____ CVV Code _____

Credit Card Billing Address:

Street _____

City _____ State _____

Zip Code _____ Country if not USA _____

Telephone(____) _____ - _____

_____ Date ____/____/____

Cardholders Signature

As the credit card holder, I also authorize Brownwick Ilc. to charge my credit card for future purchases verbally approved by me or by PO number signed by me.

Authorization valid until ____/____/____ Initials Here _____

Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. Brownwick llc. will keep all information on this form strictly confidential.

ST 101

ST00621
04-26-04

Idaho State Tax Commission

SALES TAX RESALE OR EXEMPTION CERTIFICATE

Seller's Name			Buyer's Name		
Address			Address		
City	State	Zip Code	City	State	Zip Code

1. Buying for Resale. I will sell, rent or lease the goods I am buying in the regular course of my business.

a. Primary nature of business _____ Describe products sold/leased/rented _____

b. Check the block that applies:

Idaho registered retailer, seller's permit number _____

Wholesale only, no retail sales (required - see instructions)

Out-of-state retailer, no Idaho business presence

2. Producer Exemptions. I will put the goods purchased to an exempt use in the business indicated below.
Check the block that applies and complete the required information.

Logging Exemption

Broadcasting Exemption

Publishing Free Newspapers

Production Exemption - check one: Farming Ranching Manufacturing Processing Fabricating Mining

List the products you produce: _____

3. Exempt Buyer. All purchases are exempt. Check the block that applies.

<input type="checkbox"/> American Indian Tribe	<input type="checkbox"/> Emergency Medical Service Agency	<input type="checkbox"/> Idaho Government Entity	<input type="checkbox"/> State/Federal Credit Union
<input type="checkbox"/> American Red Cross	<input type="checkbox"/> Federal Government	<input type="checkbox"/> Nonprofit Canal Company	<input type="checkbox"/> Qualifying Health Organization
<input type="checkbox"/> Amtrak	<input type="checkbox"/> Forest Protective Association	<input type="checkbox"/> Nonprofit Hospital	<input type="checkbox"/> Volunteer Fire Department
<input type="checkbox"/> Blind Services Foundation, Inc.	<input type="checkbox"/> Idaho Community Action Agency	<input type="checkbox"/> Nonprofit School	
<input type="checkbox"/> Center for Independent Living	<input type="checkbox"/> Idaho Foodbank Warehouse, Inc.	<input type="checkbox"/> Senior Citizen Center	

4. Contractor Exemptions. This exemption claim applies to the following invoice, purchase order, or job number.

- a. Invoice, purchase order or job number to which this claim applies _____
- b. City and state where job is located _____
- c. Project owner name _____
- d. This exempt project is: (check appropriate box)
 - In a nontaxing state. (Only materials that become part of the real property qualify.)
 - An agricultural irrigation project.
 - For production equipment owned by a producer who qualifies for the production exemption.

5. Other Exempt Goods and Buyers (see instructions).

- | | |
|---|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Aircraft used to transport passengers or freight for hire <input type="checkbox"/> Aircraft purchased by nonresident for out-of-state use <input type="checkbox"/> American Indian buyer holding Tribal I.D. No. _____. The goods must be delivered within the boundaries of the reservation. <input type="checkbox"/> Church buying goods for food bank or to sell meals to members <input type="checkbox"/> Food bank or soup kitchen buying food or food service goods <input type="checkbox"/> Heating fuel and other utilities <input type="checkbox"/> Livestock sold at a public livestock market | <ul style="list-style-type: none"> <input type="checkbox"/> Other goods or entity exempt by law under the following statute _____ (required - see instructions) <input type="checkbox"/> Pollution control equipment required by law <input type="checkbox"/> Qualifying medical items to be administered/distributed by a licensed practitioner <input type="checkbox"/> Research and development goods for use at INEEL <input type="checkbox"/> Snow making or grooming equipment, or aerial tramway component |
|---|--|

Buyer: Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

Buyer's Signature	Title
Buyer's Federal EIN or Driver's License No. and State of Issue	Date

Attention Seller: Each of the exemptions a customer may claim on this form has special rules (see instructions on back). It is your responsibility to learn the rules and charge tax to any customers and on any goods that do not qualify for a claimed exemption and are taxable as a matter of law. You may accept this certificate from the buyer prior to the time of sale, at the time of sale, or at any reasonable time after the sale to document the exemption claim.

- * This form may be reproduced.
- * This form is valid only if all information is complete.
- * The seller must retain this form.
- * See instructions on back.

INSTRUCTIONS

1. Buying for Resale: The buyer must have an Idaho seller's permit number unless he is a wholesaler who makes no retail sales or an out-of-state retailer with no Idaho business presence (e.g. physical location, representatives or employees, etc.) An Idaho seller's permit number has up to nine digits followed by an "S." **Example: 123456-S.** If the number contains any other letter or is an inappropriate number, such as a federal Employer Identification Number, the certificate is not valid. If you wish to verify a seller's permit number, call any State Tax Commission office.

2. Producer Exemptions: Businesses that produce products for resale can buy goods that are directly and primarily used in the production process without paying tax. Loggers, publishers of free newspapers (with at least 10% editorial content) and broadcasters are granted a similar exemption. However, a seller must charge these buyers sales tax on any of the following:

- A hand tool with a unit cost of \$100 or less
- Transportation equipment and supplies
- Research equipment and supplies
- Goods used in selling/distribution
- Janitorial or cleaning equipment or supplies
- Maintenance or repair equipment and supplies
- Office equipment and supplies
- Any licensed motor vehicle or trailer and parts
- Aircraft and parts
- Recreation vehicle
- Goods that become improvements to real property (such as fence posts)

Note to seller: You may stamp or imprint a *Producer Exemption Claim* on the front of your invoice. If a customer fills in his exemption claim on a stamped or imprinted statement each time you make an exempt sale to him, you do not have to keep a Form ST-101 on file for the customer. Contact any Tax Commission Office to obtain the required language for the statement.

3. Exempt Buyers: These buyers are exempt from tax on all purchases.

Hospitals: Only licensed nonprofit hospitals qualify. Nursing homes or similar institutions do not.

Schools: Only nonprofit colleges, universities, primary and secondary schools qualify. Schools primarily teaching subjects like business, dancing, dramatics, music, cosmetology, writing and gymnastics do not qualify. Auxiliary organizations, such as parent-teacher associations and alumni groups, do not qualify.

Centers for Independent Living: Only nonresidential centers run by disabled persons that provide independent living programs to people with various disabilities qualify.

Qualifying Health Organizations: Only these qualify --

American Cancer Society	Idaho Primary Care Association
American Diabetes Association	and its Community Health Centers
American Heart Association	Idaho Ronald McDonald House
The Arc, Inc.	Idaho Women's and Children's Alliance
Arthritis Foundation	March of Dimes
Children's Home Society of Idaho	Mental Health Association
Easter Seals	Muscular Dystrophy Foundation
Family Services Alliance of SE Idaho	National Multiple Sclerosis Society
Idaho Cystic Fibrosis Foundation	Rocky Mountain Kidney Association
Idaho Diabetes Youth Programs	Special Olympics Idaho
Idaho Epilepsy League	United Cerebral Palsy
Idaho Lung Association	

Government: Only the federal government and Idaho state, county or city government qualify. Sales to other states and their political subdivisions are taxable.

4. Contractor Exemptions: Three exemptions apply to contractors. In each case, a contractor must list the job location, project owner, and whether the exemption claim applies to a specific invoice or purchase order, or to all purchases for a specific job number.

Nontaxing State: Construction materials for a job in a nontaxing state are exempt from Idaho sales tax. This exemption applies only to materials that will become part of real property and only if the contractor is not subject to a use tax or a similar tax in the other state. Jobs in Oregon, Montana and Alaska qualify, and some jobs in Washington.

Agricultural Irrigation: Irrigation equipment and materials for an agricultural irrigation project are exempt. Only agricultural irrigation projects qualify. For example, an irrigation system for a golf course or a residence would not qualify.

Production Equipment: A contractor who installs production equipment for a producer/manufacture can buy the materials for the production equipment exempt from tax. This exemption does not apply to materials that become part of real property.

5. Other Exempt Goods and Buyers: If a buyer claims an exemption that is not listed on this form, he should mark the "other" block and must list the section of the law under which he is claiming the exemption or the certificate is not valid.

Aircraft Purchased by Nonresidents for Out-of-State Use: An aircraft sold to a nonresident is exempt if it will be immediately removed from Idaho and registered in another state and will not be stored or used in Idaho more than 90 days in any 12-month period. Aircraft kits and hang gliders do not qualify for this exemption.

A business is a "nonresident" if it has no business presence in Idaho. A business with property in Idaho, or employees working here, does not qualify for this exemption.

Aircraft Used to Transport Passengers or Freight for Hire: Only aircraft purchased by an airline, charter service, air ambulance service or air freight company qualify. Parts and repair and replacement materials for the exempt aircraft are also exempt. Examples of aircraft that don't qualify for this exemption are those used for recreational flights, aerial spraying, dumping or logging.

American Indian: Sales to an enrolled Indian tribal member are exempt if the seller delivers the goods to him within the reservation boundaries. The buyer's Tribal Identification Number is required.

Church: A church may buy food to sell meals to its members or qualifying goods for its food bank without paying tax. Churches must pay tax on all other goods they buy to use.

Food banks and Soup Kitchens: Food banks and soup kitchens may buy food or other goods used to grow, store, prepare or serve the food exempt from sales tax. The exemption does not include licensed motor vehicles or trailers.

Heating Fuels: Heating fuels such as wood, coal, petroleum, propane and natural gas are exempt when purchased to heat an enclosed building or a building under construction, or when used for cooking or water heating.

Livestock: Sales of cattle, sheep, mules, horses, swine and goats are exempt when sold at a public livestock market. Sales of other animals do not qualify for this exemption.

Medical Items: Only the following medical goods qualify if they will be administered or distributed by a licensed practitioner; drugs, oxygen, insulin, syringes, prosthetic devices, durable medical equipment, dental prosthesis, orthopedic appliances, urinary and colostomy supplies, enteral and parenteral feeding equipment and supplies, hemodialysis and peritoneal dialysis drugs and supplies, and chemicals and equipment used to test or monitor blood or urine of a diabetic.

Pollution Control Equipment: Equipment required by a state or federal agency and "dry to dry transfer systems" used by the dry cleaning industry qualify. Chemicals and supplies used for pollution control do not qualify. Equipment for licensed motor vehicles does not qualify.

Research and Development at INEEL: Only goods that are directly and primarily used in research, development, experimental and testing activities at the Idaho National Engineering and Environmental Laboratory qualify. Items that become a part of real property do not qualify.

Ski Resorts: The owner or operator of a downhill ski area with an aerial passenger tramway may buy parts, material and equipment that become a component part of the tramway and snowgrooming and snowmaking equipment for the slope exempt from tax. An aerial tramway includes chair lifts, gondolas, T-bar and J-bar lifts, platter lifts, rope tows and similar devices.