



BotanicusGreen.com

Planters • Green Walls • Accessories

523 Fillmore Avenue Tonawanda NY 14150 Phone: (800) 994-7697

FAX (716) 691-5102

Reseller application:

Company Name			
Contact Name / Title			
Shipping Address			
City, State, Zip			
Contact Email			
Business Phone		FAX number	
Email		Website	
Years in Business		DUNS Number	
Owner/ President		Annual sales	
Desired web login		Desired Website password	
Incorporation status	<input type="checkbox"/> Sole Proprietor/ Indiv	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Federal ID/ Resale #			
Credit Card#	MC/ VISA /AMEX / DISC _____ - _____ - _____ - _____ Exp _____		
Name on Card			
Cardholder Signature			
Billing Address/city/zip			

I certify that all above information is correct, and that I am authorized to purchase on behalf of this company. I agree to Botanicus Green reseller terms of sale, including shipping charges, methods, and return policy.

I authorize Botanicus Green to charge the credit card listed above for:

- Initial order
- All orders placed until ____/ ____/ ____ date
- Ongoing until notice given to Botanicus Green

Authorized signature: _____

Name & Title _____ Date: _____

Please complete this form and fax back to 716-691-5102, attn: Sales Department

Reseller terms:

General

- We sell reseller pricing to the design trade only, including architects, interior designers, office and residential furniture distributors, gift and home décor retailers, and exhibit designers.
- Prices are subject to change without notice.
- Sizes and dimensions are approximate.
- Shipping and handling is not included in reseller prices.
- Certain items require minimum order quantities greater than one, this will be specified on the item description.
- We only ship to the USA, international shipping is not available at this time.

How to apply

- Complete and email or fax our wholesale application with your re-sale or federal ID certificate, or current membership in national design / architect association (e.g., ASID, IIDA, AIA).

Minimum

- Minimum opening wholesale order is \$1000 after discount, minimum order for wholesale re-orders is \$250.

Online ordering

- Wholesale customers can apply for a website user name and password.
- Fill out the website username and login on the wholesale application.
- Once your application materials are received and approved, you will be able to order online at reseller prices using appropriate coupon code.

Design service

- Our designers are available to suggest plants and containers for your space from blueprints, renderings, or digital pictures. We often work with designers to specify foliage for unique designs.

Discount levels

- Discounts are applied prior to shipping charges
- Reseller discounts available
- 20% on orders \$1,000

Payment Terms Credit

- We accept all major credit cards; Visa, Mastercard, American Express, Discover. We also accept PayPal.
- Customers may apply for credit terms after three orders over \$5000 each and approved by vendor.

Shipping methods

- We ship via Fed Ex Ground, and various common carriers.
- Items will be shipped "best way" unless specified by customer.

Reseller terms, continued:

Shipping cost

- Actual shipping cost will be prepaid and added to invoices for customers with approved credit.
- For prepaid orders, a freight costs will be added to the order before credit card is authorized.
- Shipping costs are 10% across the United States.

Lead time

- For small quantity orders, lead-time on items is about 7 to 10 business days to ship.
- Custom containers are shipped directly from manufacturer.

Returns

- Because our manufacturers custom color ever item, BotanicusGreen.com cannot provide refunds for items that arrive to the customer in working order. BotanicusGreen.com will provide a 25% refund on approved defective returned items.
- BotanicusGreen.com recommends complimenting the colors of your office rather than matching them when purchasing a planter due to the different interpretations of individual color.
- For larger orders, BotanicusGreen.com recommends first purchasing the small Phoenix cylinder or the small European cylinder with your color, finish and material selections to see for yourself how well your chosen color suits your décor. Simply write "Sample" in the comment box when ordering. Then, after you fill your full order, BotanicusGreen.com will credit you for the cost of your sample item!
- BotanicusGreen.com adheres to the following policies provided by the manufacturer of our planters, for returns, cancellations and re-stocking charges.
- Returns, Cancellations and/or Changes: Orders are processed immediately upon receipt and normally cannot be cancelled after one business day has expired without a cancellation charge.



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6. The Company has not reviewed all of the websites linked to the Site and is not responsible for the content of any off-Site pages or any other websites linked to the Site. Your linking to any other off-Site pages or other websites is at your own risk.
7. While we are always happy to hear from you, it is the Company policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore we must request that you do not send to us any original creative materials such as original artwork, written



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works, etc. Any communication or material you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary. The Company or its affiliates may use anything you transmit or post for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, the Company is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

8. You agree to indemnify, defend and hold the Company and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the "Indemnified Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any breach by you of these Terms and Conditions. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the Company defense of such claim.
9. The Site is controlled and operated by the Company. The Company makes no representation that materials in the Site are appropriate or available for use in locations and countries outside of our business location. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein and shall not be modified except in writing, signed by the Company.

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It is BotanicusGreen.com's policy to respect your privacy regarding any information we may collect while operating our websites.

Website Visitors

Like most website operators, BotanicusGreen.com collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. BotanicusGreen.com's purpose in collecting non-personally identifying information is to better understand how BotanicusGreen.com's visitors use its website. From time to time, BotanicusGreen.com may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website. BotanicusGreen.com only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that blog commenter IP addresses are visible and disclosed to the administrators of the blog where the comment was left.

Gathering of Personally-Identifying Information

Certain visitors to BotanicusGreen.com's websites choose to interact with BotanicusGreen.com in ways that require BotanicusGreen.com to gather personally-identifying information. The amount and type of information that BotanicusGreen.com gathers depends on the nature of the interaction. Those who engage in transactions with BotanicusGreen.com are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, BotanicusGreen.com collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with BotanicusGreen.com. BotanicusGreen.com does not disclose personally-identifying information other than as described



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below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

Aggregated Statistics

BotanicusGreen.com may collect statistics about the behavior of visitors to its websites. BotanicusGreen.com may display this information publicly or provide it to others. However, BotanicusGreen.com does not disclose personally-identifying information other than as described below.

Protection of Certain Personally-Identifying Information

BotanicusGreen.com discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on BotanicusGreen.com's behalf or to provide services available at BotanicusGreen.com's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using BotanicusGreen.com's websites, you consent to the transfer of such information to them. BotanicusGreen.com will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, BotanicusGreen.com's discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when BotanicusGreen.com believes in good faith that disclosure is reasonably necessary to protect the property or rights of BotanicusGreen.com, third parties or the public at large. If you are a registered user of BotanicusGreen.com and have supplied your email address, BotanicusGreen.com may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with BotanicusGreen.com and our products. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users.

BotanicusGreen.com takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. BotanicusGreen.com uses cookies to help BotanicusGreen.com identify and track visitors, their usage of BotanicusGreen.com website, and their website access preferences. BotanicusGreen.com visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using BotanicusGreen.com's websites, with the drawback that certain features of BotanicusGreen.com's websites may not function properly without the aid of cookies.

Business Transfers

If BotanicusGreen.com, or substantially all of its assets were acquired, or in the unlikely event that BotanicusGreen.com goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers



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may occur, and that any acquiror of BotanicusGreen.com may continue to use your personal information as set forth in this policy.

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Privacy Policy Changes

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