

Let's Get Started

The Basics

- (1) We do not drop ship or ship to residential addresses.
- (2) We ship full cases only.
- (3) Our minimum order is \$2500 tri-state and \$5000 elsewhere.
- (4) Credit check required for terms (otherwise pay in advance).

If you approve of the basics, let's continue.

On this page you will find several items that we need to set you up:

- (1) A few questions about your business
- (2) Our Credit Application
- (3) Authorization consent so we can send you faxes
- (4) Resale Certificate if you are in New York, New Jersey, or California
- (5) Our Terms and Conditions

Tell Us a Little About Your Business

Type of Business

- Retail
- Wholesale
- E-Commerce
- Export
- Other

What are you looking to purchase?

- OTC
- Beauty Care
- Rx
- Automotive
- General Merchandise
- Batteries
- Grocery
- Multicultural Beauty Care
- Candy or Chocolate

Do you sell on Amazon?

Do you have an inventory file?

Do you buy closeouts?

Do you have a warehouse?

Your website URL

How did you hear about us?

Credit Application

Office Use Only

Date:

Cust Number:

Rep Name:

Company Name

Federal Tax Id Number

Your Name and Title

Your Email

Entity Type Corporation Partnership Proprietorship Limited Liability Company

Company Address

Phone / Fax

Years in Business

Ship to Company Address

Shipping Address

Phone / Fax

Owners or Officers

Name	Title
<input type="text" value="Principals"/>	<input type="text" value="Title"/>

Owners or Officers

<input type="text" value="Principals"/>	<input type="text" value="Title"/>
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Trade and Bank References (Required unless paying wire transfer prepaid.)

Trade Reference 1

<input type="text" value="Name"/>	<input type="text" value="Phone"/>	<input type="text" value="Address"/>	<input type="text" value="Account"/>	<input type="text" value="E-mail"/>
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Trade Reference 2

<input type="text" value="Name"/>	<input type="text" value="Phone"/>	<input type="text" value="Address"/>	<input type="text" value="Account"/>	<input type="text" value="E-mail"/>
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Trade Reference 3

<input type="text" value="Name"/>	<input type="text" value="Phone"/>	<input type="text" value="Address"/>	<input type="text" value="Account"/>	<input type="text" value="E-mail"/>
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Bank Reference

<input type="text" value="Bank Name"/>	<input type="text" value="Bank Phone"/>	<input type="text" value="Bank Address"/>	<input type="text" value="Bank Account"/>	<input type="text" value="E-mail"/>
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Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS, AND IF YOU AGREE SIGN IN THE BOX AT THE BOTTOM OF THIS FORM. ACCEPTING THE TERMS AND CONDITIONS MEANS THAT YOU ARE LEGALLY BOUND BY ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS AND MUST ABIDE BY THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS DO NOT SIGN AND DO NOT SUBMIT THIS FORM.

Confidentiality

STELLARIS TRADING, hereinafter to be referred to as "The Company", will be providing to the undersigned (hereinafter "Customer") access to information and data relating to sales of products, pending and completed Transactions and other related information. This information and data, as described in more detail below, shall be deemed "Confidential Information" and is confidential. Pursuant to the terms set forth below, Customer agrees to keep such information confidential.

Definition of Confidential Information

"Confidential Information" includes without limitation all information, including without limitation, information relating to sales, purchases, pricing, quantities, invoices, purchase orders, shipping and receiving information, product descriptions, universal product codes (UPCs), serial container codes (SCCs), case packs, unit of measures, inventory quantities and any attributes of The Company's inventory, related data compilations, service level data, reports and analyses of data, accounts receivable information, accounts payable information, terms, rebates, processes and technology, ideas and research, inventions, copyrights, trademarks and patents, contracts, licenses, business strategies and other financial and business information made available to the Customer. All of the foregoing data and information and any information related thereto or derived therefrom that Customer receives from The Company shall hereinafter be referred to as "Confidential Information". Any Confidential Information supplied by either party to the other prior to the execution of this Agreement shall be subject to the same treatment as the Confidential Information made available after the execution of this Agreement.

Supplier Disclosure

Customer will not disclose The Company's identity, in any way, as your source of supply to any manufacturer or manufacturer agent or E-com platform. For instance, Amazon requires sellers to disclose their source for new item set ups: YOU CANNOT DISCLOSE THE COMPANY. Disclosing The Company's identity as your source of supply will immediately terminate your ability to purchase from The Company and subject you to any damages resulting from your disclosure. Because of the First Sale Doctrine, as well as additional case law, as a matter of law, any claim by a manufacturer that you are not authorized to sell their product is baseless. You further agree to allow The Company to audit your books and records to minor compliance with this requirement at any time on five (5) days prior written notice.

Transactions

Customer may receive from time to time data files from The Company of a non-public nature for use by Customer and its officers, directors, agents, employees and representatives (collectively, "Representatives"), in making purchasing decisions and executing related transactions (collectively, "Transactions") regarding The Company's inventory of products available for purchase by Customer. Sometimes this information is transmitted or accessed electronically and on other occasions it might be transmitted to customer in hard copy by mail, or by facsimile or email transmission.

Credit Cards

Credit Cards are a non-standard form of payment that the Company allows (in most states) as an alternative payment method; however, any credit card payment will be assessed a 3% convenience fee. To qualify to use a credit card please drag and drop the credit card holder's driver's license in the box below.

Drag Photo of Your License Here

Clear

Exclusions from Definition

The term "Confidential Information" as used herein does not include any data or information: (a) which is already known to Customer at the time The Company discloses it to Customer from a source other than The Company; or (b) which before being divulged by Customer: (i) has become generally known to the public through no wrongful act of Customer; (ii) has been rightfully received by Customer from a third party without restriction on disclosure and without, to the knowledge of Customer, a breach of an obligation of confidentiality running directly or indirectly to the other party hereto; (iii) has been approved for release by a written authorization by The Company; (iv) is required to be disclosed by operation of law pursuant to "Compliance with Legal Process" section below; or (v) is independently developed by Customer without use, directly or indirectly, of the Confidential Information received from The Company.

Nondisclosure Obligation

Customer agrees to keep all Confidential Information confidential and shall not disclose such Confidential Information in whole or in part to any third parties (including without limitation to manufacturers, other wholesalers or other retailers), except with the prior written consent of The Company or as otherwise permitted hereunder. Customer may only disclose Confidential Information to its Representatives who need to know such Confidential Information in connection with evaluating and performing the Transactions. Representatives shall be informed by Customer of the confidential nature of the Confidential Information and shall be required by

Customer to agree in writing to be bound by this Agreement. The Confidential Information shall be used by Customer and its Representatives solely in connection with evaluating and performing the Transactions, and shall not be otherwise used for Customer's own benefit or the benefit of any other party other than in connection with the Transactions, or for any purpose detrimental to The Company, its business or its prospects.

Standard of Protection

Customer shall use efforts commensurate with those that it employs for the protection of corresponding sensitive, confidential or proprietary information of its own to protect the Confidential Information.

Compliance with Legal Process

If Customer is required to disclose any of the Confidential Information to any government agency or court of competent jurisdiction by written order, subpoena or decree, Customer shall promptly notify The Company prior to disclosure so that The Company may seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

Remedies for Breach

Each party understands and agrees that money damages alone would not be a sufficient remedy for any breach of this Agreement and that in the event of breach The Company shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

Owenship and Return of Property

Upon request, Customer shall immediately return to The Company all property, including without limitation, all papers, records, documents, summaries, samples and the like of every kind, and any and all copies thereof, provided to it by The Company and shall destroy all materials, including without limitation, all papers, records, documents, summaries and the like of every kind and any and all copies thereof which the party, its employees, consultants or agents, created based upon the confidential information provided by The Company. No license to Customer under any trademark, patent, copyright, trade secret, or any other intellectual property right, is either granted or implied by the disclosure of Confidential Information to Customer. All Confidential Information (including tangible copies and computerized or electronic versions and summaries thereof) shall remain the property of The Company. Within ten (10) days following the receipt of a written request, Customer shall deliver to The Company all tangible materials containing or embodying the Confidential Information received from The Company along with any copies, reproductions, and summaries thereof, together with a certificate executed by Customer certifying that all such materials in Customer's possession have been delivered to The Company. In addition, any analyses, compilations, comparisons, studies, reports, memoranda or other documents prepared by Customer or its Representatives containing or otherwise reflecting Confidential Information will be destroyed and deleted if stored in a computer or electronic information retrieval system. Upon such destruction and deletion, Customer shall provide to The Company a certificate executed by Customer certifying that all such documents and materials have been destroyed and deleted.

No Representations or Further Obligations

It is understood that this Agreement does not obligate either party to enter into any further agreements or to proceed with any possible relationship or other transaction. None of the Confidential Information which may be disclosed shall constitute any representation, warranty, assurance, guarantee or inducement with respect to the accuracy or completeness of any Confidential Information or the non-infringement of rights of third persons.

Term and Termination

Either party may terminate this Agreement at any time by written notice to the other. The obligations of Customer to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue for a period of three (3) years after such termination and then terminate; provided, however, that such obligation shall continue indefinitely as to Confidential Information constituting a trade secret under applicable law so long as such Confidential Information remains a trade secret.

No Waiver

No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Amendment

This Agreement may not be modified, supplemented or amended orally, but only by a writing signed by both parties hereto.

Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its choice of law provisions.

Venue

Each party hereby irrevocably and unconditionally submits to the jurisdiction of the courts of the State of New York for purposes of any suit, action or other proceeding arising out of this Agreement which is brought by or against either party and agrees that service of any process, summons, notice or document by U.S. registered mail to either party at its principal office or primary residence shall be effective service of process for any action, suit or proceeding brought against such party in any such court. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement which is brought by or against either party in the courts of the State of New York and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

Other Important Terms and Conditions

- (1) All claims for damages, shortages, shipping errors and other alleged failures to conform to buyers' order must be made in writing by buyer within forty eight (48) hours after buyer's receipt of goods. Buyer's failure to comply with the foregoing constitutes a waiver by buyers of such claim.
- (2) All returns must be pre-approved by seller. Any returns for a reason other than seller's error will be subject to a 15% handling charge. No term discounts will be allowed for the returned merchandise.
- (3) Any unpaid balance shall accrue a monthly interest charge following its payment due date at the annual rate of 10%. In the event that an attorney is employed by the seller to collect all or any portion of the unpaid balance, buyer agrees to pay seller's reasonable attorney's fees, court and collections costs, whether or not a suit is commenced.

(4) Acceptance by buyer of seller's goods shall constitute a firm contract on all the terms and conditions set forth herein. Inconsistent terms contained in any purchase or other documents are expressly rejected and shall not become a part of any contract between buyer and seller unless embodied in a writing signed by the seller. The contract between buyer and seller that embodies these terms shall be governed by and construed according to the internal laws of the State of New York.

(5) Customer acknowledges and agrees that all pricing and inventory information provided by The Company, constitutes confidential and property information that customer shall keep in the strictest confidence. Customer will not share such information with any third parties including without limitation to other wholesalers, manufacturers or retailers.

By signing below, you hereby acknowledge:

- (1) All information entered is accurate.**
- (2) You are authorized to provide the information.**
- (3) You authorize your bank and trade references to release credit information to us.**
- (4) You agree to all our Terms and Conditions.**

Use your mouse to SIGN in the box (or drag and drop your signature) and click SAVE. No application can be accepted without a signature.