

## Independent Sales Representative Agreement

Star Distributing LLC is a Connecticut-based business providing wood restoration and refinishing products to individuals and businesses primarily in the New England Region and throughout the East Coast from Florida to Maine. We have shipped product to the West Coast, Alaska, Hawaii, and Canada. Star Distributing LLC offers wholesale and drop ship sales of our products.

Wood restoration products are becoming of age due to the expense of new lumber and labor costs of rip-out and replace type repairs. Our wood restoration products are used as a wood sealer for making paint stick in new and old wood, and in new construction to prevent rot from starting. The entire East Coast is available for the introduction of these products. The Bristol Finish brand of marine finish is exploding on the waterfront as boat owners are getting first hand knowledge of the durability of this finish. Residential use of Bristol Finish is gaining strength. The sources for customers are (but not limited to) homeowners, painters, handyman services, architects, real estate agents, property inspectors, exterior window and door manufacturers, millworks, property managers, rental property owners, boaters, boat builders, pest control operators, and general product manufacturing.

The primary goal is for all of us to make money. We need to move products and your job is to take orders and forward them to us to ship to your customer. You get your commission we move product. This is how we can have a profitable relationship.

Your responsibility:

Find new customers. Submit listings of contacts to Star Distributing LLC to qualify your customer for commission. Commissions from re-orders by previous customers will be yours to keep as long as you keep finding new customers. If you stop finding new customers for longer than three months (90 days) we must assume you are abandoning your sales rep position. At that point you will be removed as a representative and lose all residual commissions. The idea of this is to forge a long-term relationship between you, your customers and Star Distributing LLC.

Once a year you will be issued a new sales code. This will allow us to verify your customers. This is especially important when supporting retail outlets. The overall goal is to supply hardware stores and marinas. To do so requires maintaining contacts and finding customers to send to the retail outlets. Getting the customers to use the new sales codes is just a matter of offering them an incentive when they use the code when re-ordering. When we get reorders and they don't use the new sales code we will assume you have not been in contact and maintaining your customer. These customers will be removed from your commission list. Then again they'll have six months to use the new sales code.

We will keep track of your sales, customers, commissions and supply support that may be required. We will pay commission on orders that have been fully paid.

## Terms and Conditions

### **I. As an Independent Sales Representative for Star Distributing, I agree to the following:**

- A. To actively promote the sale of products Star Distributing offers, and promote the tradition of integrity and personal service. To make no statements, claims or representations, or do any act that would impair the name, reputation or goodwill of Star Distributing.
- B. To sell to individual customers, industry, and governmental consumers, and for resale only to retail establishments.
- C. I will not use or register, and do not currently own, any domain names, keywords or metatags that include, in whole or in part, any of Star Distributing's trademarks including, without limitation, the name Star Distributing, and I hereby consent to transfer to Star Distributing any such domain names.
- D. To recognize that I am an Independent Sales Representative and have no power or authority to incur any debt, obligation or liability, or make any promise or contract on behalf of Star Distributing. I understand that I will not be treated as an employee with respect to federal, state or local tax purposes, and I am responsible for paying my own income and self-employment taxes.

### **II. Star Distributing provides the following:**

- A. Commissions based upon sales of items listed on the current rate sheet provided with this agreement. Commissions will be paid bi-weekly for all orders shipped and payment received. Commissions will not be paid on returned items, or cancelled orders.
- B. Product and sales technique instruction by means of telephone support, literature, and sales demonstration aids.
- C. Shipment of products directly to the customer and processing of billing directly related to the order.

### **III. Other Provisions**

- A. This contract shall be effective on the date it is received at the office of Star Distributing LLC and shall supersede any contract previously made between the representative and Star Distributing LLC. This contract may not be transferred or otherwise assigned without the prior written consent of the Star Distributing LLC.
- B. All purchase orders are subject to acceptance by Star Distributing LLC.
- C. Star Distributing LLC reserves the right to discontinue products or to change prices at any time. Star Distributing LLC reserves the right to change discounts, schedules or incentive programs upon ten (10) days prior written notice.
- D. I hereby grant authorization to Star Distributing LLC, to investigate my character and credit standing for the purpose of determining whether I should be appointed as Independent Sales Representative. Star Distributing LLC reserves the right to limit the amount of credit it extends to its Independent Sales Representatives. I agree that any extension of credit by Star Distributing to me shall be for business or commercial purposes.
- E. All signatures to this Contract must be affixed personally. Applicants must be of legal age in their state of residence. Signatures require authentication by a notary to assure validity.
- F. Independent Sales Representative agrees to not conduct any business that is in direct competition of the business activities conducted by Star Distributing LLC during the duration of this contract and for a period of five (5) years after the termination of this contract. Any information (other than sales or product literature) is not to be disclosed, transferred, or disseminated to any party not authorized by Star Distributing LLC for a period of five (5) years after the termination of this contract.
- G. All customer and contact lists used in conducting Independent Sales Representative business for Star Distributing LLC is the joint property of Star Distributing and the Independent Sales Representative. This list may not be sold, rented, lent, or disclosed to any other entity without a written agreement between these two parties.
- H. Either party may terminate this contract, with or without cause, at any time.

This section to be completed by the sales representative:

Date: \_\_\_\_\_

Address of Representative:

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Alternate Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Notarized by

Apply Imprint Here

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
I.D. Number

Return this form to:



Star Distributing LLC  
P.O. Box 165  
West Mystic, CT 06388  
(860) 245 3658

## Star Distributing Commission Schedule

Individual Sale Items			
Item	Price	Discount	Commission
CPES 10 Gal Kit	\$476.00	7.00%	\$33.32
CPES 2 Gal Kit	\$149.00	15.00%	\$22.35
CPES 2 Quart Kit	\$48.00	15.00%	\$7.20
CPES 2 Pint Kit	\$34.00	15.00%	\$6.80
Fill-It 1 Gallon Kit	\$159.00	20.00%	\$31.80
Fill-It 2 Pint Kit	\$53.00	20.00%	\$10.60
Fill-It 12 Ounce Kit	\$21.00	15.00%	\$3.15
Glue 2 Gallon Kit	\$210.00	10.00%	\$21.00
Glue 2 Quart Kit	\$91.00	20.00%	\$18.20
Glue 2 Pint Kit	\$48.00	20.00%	\$9.60
Glue 12 Ounce Kit	\$21.00	15.00%	\$3.15
ECS 1 Quart	\$11.50	10.00%	\$1.15
ECS 1 Gallon	\$38.00	15.00%	\$5.70
Bristol Quart Kit	\$54.95	20.00%	\$10.99
Bristol Gallon Kit	\$174.95	20.00%	\$34.95

Case Lot Sale Items			
Item	Price	Discount	Commission
CPES 2 Gal Case	\$229.00	10.00%	\$22.90
CPES 2 Quart Case	\$198.00	10.00%	\$19.80
CPES 2 Pint Case	\$286.00	10.00%	\$28.60
Fill-It 1 Gallon Case	\$440.00	10.00%	\$44.00
Fill-It 2 Pint Case	\$397.00	11.00%	\$43.67
Fill-It 12 Ounce Case	\$172.00	10.00%	\$17.20
Glue 2 Quart Case	\$361.00	10.00%	\$36.10
Glue 2 Pint Case	\$391.00	10.00%	\$39.10
Glue 12 Ounce Case	\$180.00	12.00%	\$21.60
ECS 1 Quart Case	\$105.00	10.00%	\$10.50
ECS 1 Gallon Case	\$150.00	10.00%	\$15.00
Bristol Quart Case	\$395.64	9.00%	\$35.61
Bristol Gallon Case	\$419.88	9.00%	\$37.79

## Retail Pricing

### Smith and Company Epoxy Products

Kit Size	Kits Per Case	Individual Price	Case Price	Item Cost in Case Lot	Suggested Retail
<b>Multiprime &amp; Clear Penetrating Epoxy Sealer:</b> Water Thin Epoxy Sealer.					
2 Pint	12	\$34.00	\$286.00	\$23.86	\$36.00
2 Quart	6	\$48.00	\$198.00	\$33.00	\$50.00
2 Gallon	2	\$149.00	\$229.00	\$114.50	\$161.00
10 Gallon	1	\$476.00			\$660.00
100 Gallon	1	\$3,880.00			\$4,800.00

Both are available in 100 Gallon Kits. Call for pricing.

Both are available in Warm and Cold Weather formulas.

**Fill-it:** High strength, lightweight flexible epoxy filler. Cures bellow freezing.

12 Ounce	12	\$21.00	\$172.00	\$14.33	\$23.00
2 Pint	12	\$53.00	\$397.00	\$33.08	\$55.00
1 Gallon	4	\$159.00	\$440.00	\$110.00	\$177.00

**All Wood Glue:** Thick epoxy adhesive. Glues any wood. Cures down to 50F°.

**Tropical Hardwood Epoxy:** Impact and stress resistant for hard wood. Cures down to 28F°.

**Layup & Laminating Epoxy:** For fiberglass layup and wood laminating. Not for hardwoods.

12 Ounce	12	\$21.00	\$180.00	\$15.00	\$23.00
2 Pint	12	\$48.00	\$391.00	\$32.58	\$50.00
2 Quart	6	\$91.00	\$361.00	\$60.17	\$95.00
2 Gallon	1	\$210.00			\$298.00

**Epoxy Clean Up Solvent:** Cleans up and thins any uncured epoxy products.

1 Quart	12	\$11.50	\$105.00	\$8.75	\$13.00
1 Gallon	6	\$38.00	\$150.00	\$25.00	\$43.00

**High Build Epoxy Paint/Primer:** Moisture barrier paint can be sanded.

Available in Semi Gloss Black, White, Light Blue, or Light Grey.

2 Quart	6	\$53.00	\$231.00	\$38.50	\$59.00
2 Gallon	2	\$184.00	\$291.00	\$145.00	\$220.00

**All prices are F.O.B. Noank, Connecticut 06340**

**Payment and terms:** Payment can be made by: cash in person, check in advance, Mastercard, Visa, and American Express and can be ordered online. Delivery may be possible if within service area. Call for details. Returns accepted on unopened containers, customer is responsible for all shipping charges. Credit will be given upon receipt and inspection of product. Ten and 100 gallon shipments require HAZMAT shipping and additional charges. Wholesale pricing is available for orders over \$1800.00. Within an area that regulates architectural coatings CPES may not be used in containers greater than one quart. Some areas allow one quart or less, others do not. Find and obey local air quality regulations in your area. State laws supercede Federal laws. Prices are subject to change without notice.