

APPLICATION FOR ACCOUNT

RNK DISTRIBUTING

2562 Western Ave Phone: (865) 549-5115
 Knoxville, TN 37921 Fax: (865) 549-5116
 sales@RNKDistributing.com



COMPANY NAME _____

ADDRESS _____

CITY STATE ZIP _____

PHONE FAX _____

EMAIL _____

Products of Interest

- Floriani Quilters Select
 Embellish Cosplay
 RNK

ACCOUNTS PAYABLE REPRESENTATIVE _____

NUMBER OF YEARS IN BUSINESS _____

WEBSITE _____

TYPE OF OWNERSHIP

- Corporation Partnership Individual

TYPE OF BUSINESS

- Store Manufacturer Distributor
 Cataloguer Web Based Designer/Author

CREDIT TERMS PREFERRED

- Net 30 COD Only VISA / Master Card

CREDIT CARD # _____ CCV _____

EXPIRATION _____

All accounts require a current credit card on file. Our terms are Net 30. If you fail to pay at Net 30, by signing below, you agree that we may charge your card for the past due amount.

DATE SIGNATURE PRINTED NAME TITLE

Please give three (3) business references. *This section must be filled out.*

COMPANY NAME	COMPANY NAME	COMPANY NAME
ADDRESS	ADDRESS	ADDRESS
CITY STATE ZIP	CITY STATE ZIP	CITY STATE ZIP
ACCT #	ACCT #	ACCT #
PHONE	PHONE	PHONE
FAX	FAX	FAX

PERSONAL INFORMATION FOR OWNERS/OFFICERS

COMPANY NAME _____

ADDRESS _____

CITY STATE ZIP _____

HOME PHONE _____

TITLE _____

SOCIAL SECURITY # _____

COMPANY NAME _____

ADDRESS _____

CITY STATE ZIP _____

HOME PHONE _____

TITLE _____

SOCIAL SECURITY # _____

COMPANY NAME _____

ADDRESS _____

CITY STATE ZIP _____

HOME PHONE _____

TITLE _____

SOCIAL SECURITY # _____

CERTIFICATE OF RESALE

RNK DISTRIBUTING

2562 Western Ave
Knoxville, TN 37921

Phone: (865) 549-5115
Fax: (865) 549-5116

info@RNKDistributing.com



TO: RNK DISTRIBUTING
2562 Western Ave
Knoxville, TN 37921

The undersigned hereby certifies that the tangible personal property described below is for purposes of resale and assumes liability for payment of Retailer's Occupation Tax, Service Occupation Tax or Use Tax with respect to receipts from the resale of this property to users and consumers. Description of property: Fabric, Books, Patterns and Notions.

PURCHASER'S NAME

ADDRESS OF PURCHASER

CITY

STATE

ZIP

WEBSITE

EMAIL

SIGNATURE OF PURCHASER

PRINTED NAME OF PURCHASER

DATE

TITLE

PURCHASER'S CERTIFICATE OF REGISTRATION # OR RESALE #

PLEASE ATTACH A PHOTOCOPY OF YOUR TAX CERTIFICATE OR FEDERAL TAX ID FORM.



RNK DISTRIBUTING
2562 WESTERN AVE
KNOXVILLE, TN 37921
865-549-5115 (P) 865-549-5116 (F)

In the boxes provided below, please list your company information as it is to be displayed on the RNK website.

FLORIANI AUTHORIZED DEALER ACCOUNT DETAIL	
Company Name/ DBA	
One or Multi-Locations	
Shipping Address	Street: City: State/Zip:
Billing Address (if different)	Street: City: State/Zip:
Telephone Number	
Fax Number	
Owner/Owners Name	
Website Address	
Billing Account Email	
Additional Names and Emails (managers)	
A/P Contact and Title	
Dealer Type (circle one)	Machines and Fabric, Machines Only, Fabric/Notions Only, Internet Only
Machine Brands	

RNK Advertising Policy Agreement

By signing this Advertising Policy Agreement, RNK, LLC, ("RNK"), and the person or entity identified below as the "Authorized Dealer" (also referred to herein as "Dealer") agrees to comply with, and be bound by all terms in this Advertising Policy Agreement, ("APA"). If Dealer violates the terms of this APA, RNK may terminate its relationship with Dealer. By signing this APA, Dealer agrees that all "Branded Products" (as that term is defined in paragraph 1 below) will be subject to the terms of this APA. It is RNK policy that the person or entity signing below as the Authorized Dealer and the Authorized Dealer's agents, employees, and representatives will be required to abide by the provisions of this APA.

1. Dealer agrees that RNK shall have the exclusive authority to establish "List Prices" or "Suggested Retail Prices" for any of its products which are branded in any way with "RNK", "Floriani", "Jenny Haskins", "Quilters Select", or any other brand name; (each branded product is hereinafter referred to as a "Branded Product"). Dealer agrees that the "Minimum Advertised Price" ("MAP") of any Branded Product shall be not less than seventy (70%) percent of the "List Price" or "Suggested Retail Price" established by RNK for that Branded Product. (Hereinafter, the use of the term "product" shall include every Branded Product and other products.)
2. RNK may change the "List Price" or "Suggested Retail Price" for any product at any time, at its sole discretion, upon seven (7) business days notice to Dealer.
3. Dealer shall not advertise any Branded Product in any medium for a price less than the MAP for that product.
4. Dealer shall not sell or re-sell any Branded Product on any internet auction site or third party internet site, (i.e. Ebay Etsy, Craftsby, Amazon, etc.).
5. Dealer shall not advertise or sell any Branded Product in combination with any promotion which confers a direct benefit to a customer (i.e. a rebate or a gift) if the advertised sales price less the value of the promotion results in a net sale price of a Branded Product which is less than the MAP for that product.
6. Dealer shall not advertise or sell a Branded Product by using language indicating that the price of any Branded Product is negotiable. Examples of such language include: "call us with your best offer," "make us an offer," and "we accept all reasonable offers." The aforementioned examples are not meant to be an exclusive list, and any use of language with similar import shall be a material violation of this APA.
7. If Dealer advertises or offers Branded Products for sale on the Internet, on Dealer's website or on a secondary or "alias website" or on any website operated by a third party, Dealer must clearly disclose within any such advertisement its identity (which must include the name under which it does business with its customers) and its physical address.
8. Dealer is free to establish its own resale prices for Branded Products.
9. Without assuming any liability therefor, RNK may cancel orders and refuse to accept new orders from Dealer if RNK reasonably believes that Dealer has breached this APA.
10. This APA shall be effective during the term of the RNK Dealer Agreement to which it is attached. Nothing herein shall be deemed to permit Dealer to advertise any Branded Product at less than its MAP after termination of the relationship established by the RNK Dealer Agreement and this APA.
11. Upon termination of the RNK Dealer Agreement, Dealer shall completely remove from its website and other media (and from any website with which Dealer has any affiliation or relationship) all information about all Branded Products. Included in the material to be deleted are all images, prices and trademarks, trade names or service marks owned by RNK, licensed by RNK or licensed to RNK.
12. If a dispute or claim arises out of or relates to this APA, a breach thereof, or the relationship of the Parties created in this APA, and if the dispute or claim cannot be settled through negotiation, the dispute shall be settled in the manner set forth in §18 of the RNK Dealer Agreement to which this APA is attached.
13. If any provision of this APA or the application thereof to any person or circumstance is for any reason and/or to any extent invalid or unenforceable according to the statutes or common law of a jurisdiction within which Dealer is selling Branded Products, the portion of this APA which is legally enforceable within that jurisdiction shall not be affected, but shall be enforced to the extent permitted by law; and the failure of Dealer to comply with illegal or unenforceable portions of this APA within the relevant jurisdiction shall not be deemed a breach by Dealer.
14. This APA shall be construed without regard to any presumption or other rule requiring construction against the party responsible for preparing this Agreement.
15. Any and all notices, designations, consents or any other communication which any Party shall make to the other Party for any purpose in this APA shall be delivered in the same manner as Notices are to be delivered as set forth in §24 of the RNK Foreign Dealer Agreement to which this APA is attached.

Dealer Name:
Signature: _____
Title: _____

Dealer Address: _____

Dealer EIN: _____

RNK, LLC

By: _____
Title: _____

RNK Address: 2562 Western Ave., Knoxville
Tennessee, USA, 37921-4528

RNK DEALER (SUB DISTRIBUTOR) AGREEMENT

THIS AGREEMENT is made by and between RNK, LLC, a Tennessee limited liability company with offices at 2562 Western Ave, Knoxville, TN 37921, ("RNK"), and _____, a _____, organized and existing under the laws of _____, with its principal place of business at the "Dealer Address" set forth at the foot of this Agreement, (hereinafter, "Dealer"). This Agreement governs the sale by RNK to Dealer of, digitizing embroidery software programs and other products for sewing, quilting and embroidering which bear the brand names "RNK", "Floriani" and the other brands listed on the Schedule of Branded Products annexed hereto. Any reference herein to "products" in this Agreement shall be deemed inclusive of all Branded Products.

This Agreement shall be effective as of the "Effective Date" set forth at the foot of this Agreement.

§1. RNK hereby appoints Dealer as a nonexclusive dealer of products provided by RNK, and Dealer agrees to become an Authorized Dealer of RNK.

§2. Dealer is an independent contractor and is not a legal representative, employee, or agent of RNK for any purpose. Neither Party has any right or authority to incur or assume any control over any employee of the other Party; each employee of a Party shall remain solely under the control of his or her employer, who shall be responsible for his or her acts and/or omissions. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture between the Parties, and neither Party may legally obligate the other in any way.

§3. At its sole cost and expense, Dealer shall engage and maintain a sales organization in its retail store(s) staffed with such experienced personnel as are necessary to enable Dealer to sell the products provided by RNK.

§4. Dealer shall advertise RNK's digitizing software programs and stock the products in Dealer's store(s) and/or offer the products advertised on Dealer's internet website. RNK will make arrangements to supply Dealer with DVD's containing digitizing software programs, and RNK will educate Dealer as to the use of the delivery system for the purpose of selling and activating such software. In its sole discretion, RNK may also provide additional training or education to Dealer personnel.

§5. RNK shall establish the prices to be charged to Dealer for digitizing software and such prices may be changed by RNK from time to time. Attached as an integral part hereof is the RNK Advertising Policy Agreement. By executing this Dealer Agreement, Dealer agrees to be bound by all of the terms and provisions of the attached RNK Advertising Policy Agreement as if Dealer had signed the RNK Advertising Policy Agreement as an Authorized Dealer. In its sole discretion, RNK may terminate this Agreement and the status of Dealer if Dealer violates any provision of the attached RNK Advertising Policy Agreement.

§6. In any jurisdiction where resale price maintenance is legal, RNK may terminate this Agreement if Dealer: (i) sells or offers to sell Branded Products at less than seventy percent (70%) of RNK's suggested retail price or suggested list price; (ii) sells or supplies any retail outlet or source which does not observe the pricing policy as set forth in this paragraph.

§7. **Except as provided in Section 7.1 of this Agreement, Dealer shall not: (i) sell any Branded Products (or any product identified as an RNK product) by auction, through any internet auction site, such as eBay or quibids; or (ii) knowingly provide any Branded Product or RNK identified product to any third party for that purpose.**

§7.1 As an exception to the provisions in Section 7 above, Dealer may sell Jenny Haskins branded software on an internet auction site, such as e-bay, provided that the same is sold in accordance with the requirements of Section 6 of this Agreement, and further, provided that Jenny Haskins branded software be offered for sale **ON A NON-BID BASIS ONLY**.

§8. All deliveries of products sold by RNK to Dealer shall be made F.O.B. RNK's warehouse, ("the Warehouse"), and title to and risk of loss of products shall pass from RNK to Dealer at the Warehouse. Dealer shall be responsible for arranging all shipping of products, but upon the request of Dealer, at Dealer's expense, RNK will assist Dealer in making shipping arrangements.

§9. Dealer shall pay for each activated digitizing software program within ten (10) days of receipt of the invoice therefor. All payments shall be made by RNK charging Dealer's Visa or MasterCard credit card identified at the foot of this Agreement. By signing this Agreement, Dealer is authorizing RNK to charge the referenced credit card account. For all other products sold by RNK to Dealer, the terms shall be thirty (30) days net, unless other provisions are set forth in a relevant sales or purchase order signed by RNK.

§10. From time to time, RNK may run a special nationwide sales program. Any special sales program will not void the pricing and/or advertising policies set forth herein; however, RNK may temporarily alter its pricing and/or advertising policies to allow Dealer to be able to sell or advertise particular products at lower prices during the specified special sale period.

§11. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT OR ON THE PACKAGING FOR A PARTICULAR PRODUCT, RNK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY AND IMPLIED, WITH RESPECT TO ANY PRODUCTS SOLD TO DEALER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT A PARTICULAR PRODUCT IS OR WILL BE DELIVERED FREE OF CLAIMS OF THIRD PARTIES.

§12. The total liability of RNK to Dealer: (i) for any loss, damage or claim, (whether based upon contract, tort, including RNK's active or passive negligence or strict liability), or otherwise; or (ii) from the design, manufacture, sale, delivery, resale, inspection, assembly, testing, repair, replacement, operation, maintenance or use of any product; or (iii) from the performance of any service; arising out of, connected with, or resulting from this Agreement (or the relationship between RNK and Dealer); or (iv) arising from the performance or breach of any purchase order or contract of sale accepted or executed by RNK with Dealer or pursuant to this Agreement; shall not, in any event, exceed the price allocable to the product or service which will have given rise to the claim, loss or damage. Neither Party shall be liable to the other Party for special, indirect, incidental or consequential damages, including but not limited to loss of profits or revenue, loss of products, accessories or associated equipment, cost of capital, cost of substituted equipment or parts, facilities or services, down-time costs, labor costs, claims of customers, claims by Dealer for damage to its business reputation, loss of business opportunity, and/or any other type of tangential loss or damage. This waiver shall be binding whether such liability arises out of contract, tort, strict liability, (including negligence), or otherwise arises out of, or related, in whole or in part, to any of RNK's products, any claimed warranty pertaining to such product(s), and/or any provision in this Agreement.

§13. At its sole discretion, Dealer may sell and may provide training to Dealer's customers for using RNK provided digitizing software programs or other products.

§14. Dealer shall indemnify, defend and hold RNK, its agents, representatives, principals and employees, harmless from and against all expenses, (including attorneys' fees), losses, liabilities and claims for damage to property (including that of RNK or Dealer) or for injury to or death of any person (including a Party's employee) actually or allegedly resulting directly or indirectly from anything occurring from any cause (including RNK's active or passive negligence or strict liability) relating to the maintenance or operation of Dealer's premises, anything located thereon, or to any of Dealer's business activities, or from anything occurring from any cause (including RNK's active or passive negligence or strict liability) relating to the maintenance or operation of the business activities or premises of any other person, company or governmental unit which is a customer of Dealer as to any of RNK's products or anything located on any customer's premises. In the event a claim, liability, loss, damage, cost, and/or expense is caused by an action for which RNK and Dealer are held jointly liable and for any reason RNK is not entitled to indemnity from Dealer, such claim, liability, loss, damage, cost, and/or expense shall be allocated between the Parties based upon the theory of comparative negligence.

§15. The Parties have negotiated and agreed to the provisions of this Agreement which address the apportionment of risk, indemnity and waiver of liability; and for adequate consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, each Party has agreed to enter into this Agreement with the intent that such risk apportionment and waivers be valid in light of any applicable anti-indemnity statutes and other laws concerning waivers of liability and indemnification.

§16. Unless earlier terminated by RNK as permitted hereunder, this Agreement shall be effective for an initial term of one (1) year from the Effective Date, and this Agreement shall continue to be effective thereafter, from month to month; provided, either Party may terminate this Agreement at any time following its initial term, without cause, by providing written notice of such termination to the other Party thirty (30) days prior to the effective date of such termination; such termination notice shall be given in the manner provided in Section 29 of this Agreement.

§17. Anything to the contrary notwithstanding, RNK may terminate this Agreement without further notice if Dealer fails to timely pay RNK any monies due to RNK.**

§18. Each Party shall be excused for any delay or failure to perform hereunder due to floods, riots, strikes, freight embargoes, acts of God, acts of war, terrorist activities, laws or regulations of any governmental unit or agency (foreign or domestic, federal, state, county, or municipal) or any other cause beyond the reasonable control of the Party affected. The obligation to pay money in a timely manner for any obligation and/or liability which matured prior to the occurrence of an event described in this Section shall not be excused by reason of an event described in this Section.

§19. The delay or failure by either Party to exercise any right or to enforce any obligation under this Agreement shall not constitute or be deemed a waiver of that Party's right to thereafter exercise such right or enforce such obligation, nor shall any single or partial exercise or enforcement of any such right or obligation preclude any other or further exercise or enforcement of any other right or obligation.

§20. No amendment, waiver or termination of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which (or whom) the amendment, waiver or termination is sought to be enforced.

§21. This Agreement is intended to be the sole and complete statement of the obligations and rights of the Parties as to all matters covered by this Agreement, and this Agreement supersedes all previous understandings, agreements, negotiations, and proposals relating thereto. There is, and can be no oral agreement between the Parties

§22. Neither this Agreement nor any right or any interest herein may be assigned by Dealer. Dealer may not delegate any of its duties or obligations hereunder contracted.

§23. This Agreement shall be governed by, and construed in accordance with the laws of the State of Tennessee, without consideration for any conflicts of laws doctrine.

§24. In the event of a dispute between the Parties, there shall be no presumption regarding any language or provision in this Agreement because such language or provision was drafted by a particular Party or its attorney.

§25. RNK and Dealer desire to maintain a fair and reasonable relationship. If during the term of this Agreement a dispute arises between RNK and Dealer, or one Party believes the other is acting unfairly or unreasonably, or if a question of interpretation arises hereunder, the Parties shall promptly confer and use their best efforts to reach a reasonable and equitable resolution.

§ 26. Any dispute or controversy arising out of or relating to this Agreement which is incapable of informal resolution pursuant to Section 25, (excluding any claim for payment of monies owned by reason of sale(s) of products or services to Dealer by RNK), shall be referred to mediation to the American Arbitration Association in either Knoxville or Nashville, Tennessee. The arbitration proceeding shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The costs of the arbitration proceeding shall be allocated between the Parties as determined by the arbitrator, who may not award punitive, exemplary or special damages. The arbitrator's award may be entered as a judgment in the courts sitting in Knox County, Tennessee. For all purposes of this Agreement the Parties consent to the jurisdiction of those courts.

§27. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY MATTER RELATED TO THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER OR ACTION ARISING BETWEEN THE PARTIES BASED UPON THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND FOR EVERY OTHER PROVISION OF THIS AGREEMENT) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.

§28. Unless prohibited by specific contextual reference, any reference in this Agreement to the singular shall refer as well to the plural, and vice versa; similarly, references to the masculine, feminine and neutral forms shall be interchangeable. Any references to a Party shall include its legal successor(s) and permitted assign(s).

§29. Any notice, designation, consent or other communication, (hereinafter, collectively referred to as "Notices"), which any Party shall make for any purpose set forth in this Agreement must be written, and must be delivered by personal delivery, by prepaid registered, or certified mail, or by Federal Express Priority Overnight Delivery. Any Notice sent to RNK shall be sent to

RNK, LLC, 2562 Western Ave, Knoxville, TN 37921, with a copy by first class mail, postage prepaid, to Mr. Clifford Wallach, 60 South MacQuesten Parkway, Mount Vernon, NY 10550-1741. Any Notice sent to Dealer shall be sent to the address appearing at the foot of this Agreement. All Notices shall be deemed given when actually received or three (3) business days after mailing, whichever first occurs. Personal delivery shall be deemed accomplished if the Notice is served in the same manner in which a summons must be personally served in Tennessee to obtain personal jurisdiction of a defendant in a civil case in the highest court of general jurisdiction, except that service of a Notice may not be effected by delivery to the Secretary of State or to any other statutorily appointed or designated recipient. Any Notice delivery agent herein authorized shall be deemed disqualified during any time that its regular workers are engaged in a labor strike, a well-publicized slow down or similar activity. From time to time and at any time each Party shall have the right to change its address for service of Notices under this Section (or to designate one additional person or entity to whom or to which a copy of any Notice should be sent) and each Party shall have the right to specify as its address any other address within the United States of America upon not less than fifteen (15) days prior Notice to the other Party in the manner required by this Section.

§30. Each Section of this Agreement constitutes a separate and distinct provision. In the event any provision of this Agreement shall finally be judicially determined to be invalid, ineffective or unenforceable, every other provision of this Agreement will remain in full force and effect. Without further action by the Parties, the invalid, ineffective or unenforceable provision will be automatically amended to affect the original purpose and intent of the invalid, ineffective or unenforceable provision.

§31. If Dealer violates any applicable law or any regulation issued by any government agency having jurisdiction, RNK may terminate this Agreement on ten (10) day notice to Dealer; in the event such violation could result in the imposition of criminal penalties upon RNK or Dealer, RNK may terminate this Agreement immediately.

§32. Without the explicit written consent of RNK (which may be withheld for any reason or not reason) Dealer may not appoint sub-dealers or subcontractors to sell (or other provide) products to end users or other retailers or distributors. Violation of any term in this Section of this Agreement shall entitle RNK to terminate this Agreement without further notice.

§33. Dealer may not in any way alter or re-label any products provided by RNK.

§34. Dealer may not modify, translate, decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of any RNK supplied software product, or to adapt such software in any way to create a derivative work. Dealer may not permit purchasers of such software to use, reproduce, sublicense, distribute or dispose of such software in any manner, except to use such software strictly in accordance with the terms of the End User License included with such software. A VIOLATION OF ANY PROVISION OF SECTION 33 OR SECTION 34 COULD SUBJECT TO DEALER TO A CLAIM BY AN ENTITY WHICH LICENSES RNK TO SELL SOFTWARE TO DEALER; ANY SUCH CLAIM BY AN RNK LICENSOR SHALL NOT BE SUBJECT TO THE PROVISIONS OF SECTION 25 AND 26 OF THIS AGREEMENT UPON REFUSAL OF RNK'S LICENSOR TO CONSENT THERETO.

§35. The person signing below on behalf of Dealer personally represents and warrants that he or she has the authority to sign this Agreement on behalf of Dealer, and that the Dealer Address and Dealer EIN number set forth below is correct. IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative. The Effective Date of this Agreement shall be the date appearing below.

Dealer Name: _____

RNK, LLC

By: _____
(Print Name and Title)

By: _____
(Print Name and Title)

Dealer Address:

RNK Address: 2562 Western Avenue
Knoxville, TN 37921

Dealer EIN:

Effective Date:

Dealer Credit Card Information

Credit Card Issuer: (Visa or Mastercard) _____

Credit Card Number: _____

Credit Card Expiration Date: _____

Three Digit Security Code: _____

ATTACHED HERETO AS INTEGRAL PARTS OF THIS AGREEMENT ARE THE **SCHEDULE OF BRANDED PRODUCTS AND THE RNK ADVERTISING POLICY AGREEMENT**