



WHOLESALE / TRADE BUSINESS ASSOCIATE'S
CONTRACT & TERM AGREEMENTS

PARTICIPATING BUSINESS CONTRACT FOR TRADE WORK SERVICES, ETC., TO BE SUPPLIED BY RALPH MILLER JEWELERS & GALLERY

Name of Applying Business:

Category (check one): Jewelry Retailer, Jewelry Wholesaler, Designer,
 Internet Retailer, (only) **Other:** _____

Contact Name:

Contact Title / Position:

Mailing Address

City, State, Zip:

Billing Address (If Different then Mailing Address) Attention:

City, State, Zip:

Phone(s):

() _____ - _____ ext. _____

() _____ - _____ ext. _____

Business

Description: _____

Business Hours:

Web Link: <http://www.>

E-Mail Address:

Fax: (____) _____ - _____

Contract Terms of Agreements and Conditions:

As a Wholesale / Trade Partner with (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com & Jan & Dan's Jewelry, Inc., I agree to keep all my accounts current and up to date. Realizing that account statements are mailed and must be paid in full within 15 Days otherwise all jobs will become C.O.D. (Collect on Delivery) until further notice. I also realize and agree to pay for all additional services billing fees and interest that shall be added to all outstanding invoices per each 30 days that the outstanding balance is still due, at current rates per month as allowed by law, in addition: All legal claims, filings costs, judgment fees and collection agency's fees will also apply on all my non-paid, past due accounts.

I understand and realize that all prices for trade work, completed and as billed and/or previously quoted and as invoiced by RMJ, Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com and/or Jan & Dan's Jewelry, Inc. are non-negotiable and are due in full as originally billed.

I understand that all shipping and insurance charges will be incurred by myself (and/or my organization).

I understand that this Contract is between myself (and/or my organization) and (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com & Jan & Dan's Jewelry, Inc.. Neither Ralph Miller Jewelers & Gallery, etc.. nor any Ralph Miller Jewelers & Gallery suppliers, affiliates and associates shall be liable for financial or contractual responsibilities in order to fulfill any or all job requirements sent to them for completion and/or job quotes. If it is not repairable, etc..it will be returned to me – undone or uncompleted without consequences. Further, nothing in this Contract shall be construed to establish a joint venture, partnership, agency, franchise, or employment relationship among (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com & Jan & Dan's Jewelry, and my Business. Neither (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com & Jan & Dan's Jewelry, Inc. will be liable for services rendered on jobs where job descriptions, request for services have inaccuracies, intended or accidental or otherwise, and shall be paid for (in full) as billed.

My marketing materials and advertisements will not use the name, trademark, or other intellectual property of (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com & Jan & Dan's Jewelry, Inc. without prior written approval and written consent in reply). (RMJ) Ralph Miller Jewelers &

Gallery, www.ralphmillerjewelers.com, www.created-uniques.com & Jan & Dan's Jewelry, Inc. can terminate this Contract on 30 days notice (or immediately if I, (and/or my organization) commits any material breach, if my business is sold or changes ownership or if I become the subject of any bankruptcy or insolvency proceeding or legal investigation. I am aware that I (and/or my organization) can terminate this Contract at any time after one year on 30 days prior written notice.

I understand and agree that (RMJ) Ralph Miller Jewelers & Gallery reserves the rights to terminate this contractual partnership at any time. I (and/or my organization), my employees, and my affiliates will maintain the confidentiality of any and all confidential information, trade procedures, techniques and systems etc., belonging to, used and/or performed by (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created.created-uniques.com and Jan & Dan's Jewelry, Inc., and that I will not disclose it to any third party. (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com and Jan & Dan's Jewelry, Inc., and our associates, suppliers, affiliates, employees, and their affiliates will also maintain the confidentiality of any confidential information belonging to my Business and will not disclose it to any third party. (See Privacy Statement in this Website). I agree to indemnify, defend and hold (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com and Jan & Dan's Jewelry, Inc., and their associates, suppliers and affiliates and all of their employees, officers, directors and shareholders harmless against any and all losses, liabilities, damages, costs or other expenses or claims or counterclaims of third persons or entities related to this Contract, except for any such claims arising from (RMJ) Ralph Miller Jewelers & Gallery, www.ralphmillerjewelers.com, www.created-uniques.com and Jan & Dan's Jewelry, Inc. gross negligence or willful misconduct.

This Contract is governed by the substantive laws of The State of Pennsylvania. Any action relating to this Contract must be brought in federal, state or local court located in Erie, Pennsylvania as the sole district of jurisdiction. Each party waives its right to jury trial for any dispute relating to this Contract. (RMJ) Ralph Miller Jewelers & Gallery, etc. can change any term of this Contract at any time by posting the change on any public section of the www.ralphmillerjewelers.com Web site. Changes will be effective 30 days after posting to the Web site. Plus additional or updated terms may be posted at www.ralphmillerjewelers.com, etc. and those terms control even if they conflict with this writing. Each party acknowledges the other's exclusive ownership of, and right to use, its own trademarks, service marks, trade names, and copyrighted materials. Neither acquires any rights in the other's trademarks, service marks, trade names, or copyrighted materials through this Contract. In connection with this Contract, neither party will use, or sell products bearing or comprised of, the other's intellectual property without the owner's prior written consent.

* Check here that you have read and agree to all the Terms of Agreement outlined here within.

I _____ THE ACTING BUSINESS REPRESENTATIVE
FOR: _____, DO HEREBY ALLOW,
AUTHORIZE AND AGREE VIA MY ELECTRONIC SIGNATURE (BY CHECKING
THE APPROPRIATE BOX BELOW), TO ALL TERMS OUTLINED IN THIS
DOCUMENT, THE RALPH MILLER JEWELERS & GALLERY'S WHOLESALE

TRADE BUSINESS ASSOCIATE'S TERM AGREEMENTS, and have checked this appropriate box of authorization and agreement as my official Electronic Signature.

c Signature: _____ Date

Electronic Signature By Official Representative as listed above.

By signing this Contract I, as the representative for the above-named business (“Business”) representative, Do agree to abide to all the afford mentioned: (RMJ) Ralph Miller Jewelers & Gallery **WHOLESALE / TRADE BUSINESS ASSOCIATE'S CONTRACT & TERM AGREEMENTS AND CONDITIONS** in good faith and understanding and have given all information correctly and honesty on this application and contract.

This Contract is effective from the day I return a signed copy until the day it is terminated as described below.

* Check here if your business would like this agreement to automatically renew at the end of one year unless either party terminates this contract.

Please return this form either electronically via Email or by enclosing it in a postage-due envelope to:

RALPH MILLER JEWELERS & GALLERY

Att: Wholesale Accounts Manager

28 West 8th St.

Erie, PA 16501

Email: rmjdesigns@gmail.com

After we receive your signed contract, checking information and official authorization, we will email/mail you our Current Wholesalers Price List along with additional information concerning job description requirements, etc., **PLUS YOUR OFFICIAL ACCESS CODE** to the Business to Business Wholesale Site.

Thank You for applying to join the long list of satisfied RMJ Wholesale /Trade Industry Partners.