



## **2025 Statement of Retail Agreement Between Bourbon Blinds, LLC and Qualified Retailer**

Bourbon Blinds, LLC (hereinafter Bourbon Blinds) has a compelling interest in promoting the premium image of its products. Bourbon Blinds believes that customer satisfaction and loyalty is best developed through sales by retailers who provide consumers with superior customer service and who promote Bourbon Blinds superior product and image.

**Appointment:** This appointment, when signed by an officer or principal of the Retailer and by an officer of Bourbon Blinds constitutes the establishment of the Retailer as an Authorized Qualified Retailer for Bourbon Blinds products, provided they meet minimum sales expectations of each brand, and confers upon the Qualified Retailer the right to purchase such products for sale within the United States.

**Distribution Restrictions:** Retailer agrees not to sell Bourbon Blinds products from any location other than the primary place of business as stated below. Retailer agrees not to sell or distribute Bourbon Blinds products to any other retailers.

**Mail Order:** Retailer agrees not to sell any Bourbon Blinds products via mail order, and further to not list any prices in any mail order catalog or flyers. Retailers agree to abide by this restriction.

**Retailer Competence:** In consideration of being designated an Bourbon Blinds retailer with the advantage thereof, the retailer agrees to maintain a retail store front location with regular business hours, signage indicating Bourbon Blinds products are sold here, and qualified, knowledgeable sales personnel who have direct personal contact with the retail customer, so that Bourbon Blinds products may be sold with the degree of expertise necessary to insure proper matching of equipment, use and maintenance of the equipment.

**Territory:** This agreement does not confer any special or implied exclusive territorial rights to the Qualified Retailer. Bourbon Blinds reserves the right to appoint additional Bourbon Blinds retailers from time to time in locations of its choice where, in the judgment of Bourbon Blinds, a valid reason for such appointment exists.

**Branches/Multi-Store Locations:** A separate agreement with the consent of Bourbon Blinds is required for each principal place of business, and for each branch shop where Bourbon Blinds products are to be sold and serviced by the authorized qualified retailer.

**Limitation of Remedies:** QUALIFIED RETAILER'S SOLE AND EXCLUSIVE REMEDIES AGAINST BOURBON BLINDS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, OR OTHERWISE IN CONNECTION WITH THE SALE OF BOURBON BLINDS PRODUCTS SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCT, AT BOURBON BLINDS ELECTION. NO OTHER REMEDIES, WHETHER FOR BASIC BREACH OF CONTRACT, WARRANTY, TORT, OR OTHERWISE (INCLUDING WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR OTHER OF RETAILER'S COSTS OR LOSSES) SHALL BE AVAILABLE TO THE RETAILER.

**Limitation of Warranties:** EXCEPT AS EXPRESSLY SET FORTH IN THE BOURBON BLINDS IMPORTANT RETAILER INFORMATION MATERIALS OR LOCATED IN THE BOURBON BLINDS PRICE LISTS, THERE ARE NO OTHER WARRANTIES WITH RESPECT TO ANY BOURBON BLINDS PRODUCTS, EITHER EXPRESSED OR IMPLIED.

**Acceptance, Merchandise Returns:** All claims for damage, errors or shortages in goods delivered shall be made in writing by Retailer within 10 days after delivery to Retailer. Failure to timely make such claims shall constitute irrevocable acceptance of the goods and agreement that they fully comply with all terms and conditions of the contract. No returns will be accepted unless a timely claim has been made.

**Payment and Credit:** Credit terms shall be as set forth in the Bourbon Blinds Important Retailer Information materials, located in the Bourbon Blinds Confidential Credit Application and Price Lists. No deductions shall be made from payments except as allowed according to the Bourbon Blinds LLC Price List and the other terms set forth in the Bourbon Blinds Important Retailer Information materials.

**No Other Terms:** No terms different from or additional to the terms of this Retailer Agreement or those contained in the Bourbon Blinds Important Retailer Information materials or located in the Bourbon Blinds Price Lists, shall apply to any transaction involving Bourbon Blinds products. Objection is made to all terms varying from those set forth in this document.

**Validity:** This agreement between Bourbon Blinds and Qualified Retailer becomes invalid with any change of location, ownership or management of the retailership and may not be assigned or passed on to any other retailer or management without the written consent of Bourbon Blinds.

**Renewal of Agreement:** Bourbon Blinds Qualified Retailer agreements may be renewed from year to year only by mutual agreement and by the execution of a new agreement form between Bourbon Blinds and the Retailer.

**Agreement Duration:** This agreement shall be in effect from the date of acceptance by Bourbon Blinds until \_\_\_\_\_.

**\*\*VIOLATION OF ANY OF THE TERMS AGREED TO ABOVE MAY RESULT IN TERMINATION OF RETAILERSHIP\*\***

**Retailer Name** \_\_\_\_\_ **State Resale Tax #** \_\_\_\_\_

**Primary Business Address (principal location)**  
\_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approved**       **Not Approved**      **Reviewed By:** \_\_\_\_\_

**\*\*Orders cannot be shipped until a copy of the dealer's State Resale License is received.**

**Please email the copy of your State Resale License as well as a copy of the completed Qualified Retail Agreement to:**

[Myles@bourbonblinds.com](mailto:Myles@bourbonblinds.com)