

New Wholesale Account Application

Amelio C Enterprises, Inc. 3010 N. 24th St.
Phoenix, AZ 85016 602.956.4833 Fax 602.484.9482

Amelio C. Enterprises, Inc.

"Quality Food Manufacturing & Packaging"

Name of A.C.E. Inc Sales Representative: _____

Please fill out/sign and return with initial orders to
orders@amelioc.com or fax:602.484.9482. If there are any questions,
customer service may be reached at 602.956.4833 opt 1 8am -4pm AZ ST.

*If you are selling in the state of Arizona, Attach a copy of your
company's tax form AZ-5000 ID when submitting this account
application.

Please check one of the following:

applying for terms(requires first order prepaid): _____ prefer to prepaywith credit card on all orders: _____

Company Name

Telephone Number:_____

Fax Number:_____

Fed.Tax ID Number : _____

Contact Name

D & B Number: _____

Billing Address

shipping address

Billing City, State & Zip Code

shipping City, State & Zip Code
if multiple ship addresses, please attach a list of locations to the application

Email address payables: _____

Email address sales communication/order confirmations : _____

Type of Business: Proprietorship: _____ Partnership: _____ Corporation: _____ Non-Profit/Charitable Organization: _____

Type of marketplace (mark all that apply): Internet: _____ Brick and mortar: _____ single location: _____ multi-location (how many): _____ wholesale/dist. _____
kiosk/temporary/traveling show: _____ Other (explain): _____

* Initial here that you have read and understand A.C.E. Inc's current Internet Sales Policy: _____

* Initial here that you have recieved and agree to A.C.E. Inc's current Terms of Sale: _____

*this section is only for those who plan to pay by credit card

Amelio C Enterprises, Inc. Authorization for Credit Card Use

All credit card information remains confidential and stored securely in encryption. Customer Service will call you by phone when this application is received to obtain that information securely.

Initial here if you wish to authorize Amelio C Enterprises, Inc. to charge the costs of products and shipment to the credit card provided to them for orders you place with them in accordance with the card's issuing bank.

Initial here if you wish to authorize Amelio C Enterprises, Inc. to securely store your Credit Card information for future purchases and charges made on your account. (If no initials are provided on the space at left, we will not save credit card information. Card information will be stored securely in encryption.)

The signature below must be of an executive officer/owner of the applicant company.
By signing below, you witness the completeness and truthfulness of the information provided, and to assume legal responsibility for business transactions that may transpire between Amelio C Enterprises, Inc. You also acknowledge and accept the terms stated in both Amelio C Enterprises, Inc Terms of Sale document and Internet Sales Policy document.

Name of Owner/Officer's signature below

Title

Authorized Signature

Date

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Trade References (only if applying for net 30 day terms)

Name, Address, Phone Number, Fax Number (the more information you can give us, the faster we get our responses)

reference1	reference2
_____	_____
Business Name	Business Name
_____	_____
Address Line 1	Address Line 1
_____	_____
City, State, Zip	City, State, Zip
_____	_____
contact email	contact email
_____	_____
contact phone#	contact phone#
reference3	reference 4
_____	_____
Business Name	Business Name
_____	_____
Address Line 1	Address Line 1
_____	_____
City, State, Zip	City, State, Zip
_____	_____
contact email	contact email
_____	_____
contact phone#	contact phone#

Should your account be approved for credit terms with our company, payment of invoices must be made in accordance with the terms set by Amelio C Enterprises, Inc. Should collection be required, the buyer agrees to pay reasonable collection, court and attorney's fees.

September 1, 2017

Subject: Internet Sales Policy

To all our valued wholesale customers and distributors:

Amelio C Enterprises places high value on relationships we have developed over many years in business. In an effort to maintain the integrity of Amelio C Enterprises's product and brand, we are actively managing how our brand is represented and sold on the internet according to the following Internet Sales Policy.

Notice of Restriction of Sales on 3rd Party Marketplaces

Effective 9-1-17, we designated all 3rd party marketplaces including, but not limited to Amazon.com, eBay.com, Jet.com, etc. as **restricted to authorized sellers**.

Authorized sellers for each marketplace have been selected and notified. At this time **no additional sellers** are being added in addition to those who have been notified. If you would like to be considered as an authorized seller in a 3rd party marketplace in the future, please email sales@amelioc.com with details on the marketplace where you'd like to be authorized and your specific capabilities to develop and grow our brand in that marketplace.

Notice to Current Amazon FBA and FBM Sellers

If you participate in the Fulfilled by Amazon program, we ask that you maintain your listings at suggested retail price until you are sold out and that you not restock these FBA listings. Note, we are monitoring quality levels of existing Amazon FBA sellers.

Fulfilled by Merchant sellers need to remove their listings of Amelio C Enterprises products effective immediately.

Notice regarding Sales on Your Own Website

Amelio C Enterprises remains committed to helping retail partners succeed in their direct sales channels, whether online or brick and mortar. All online sales through your own destination websites are subject to the following expectations:

1. Retailer may only sell or advertise products on their destination sites after agreeing to the terms of this Internet Sales Policy letter included in our Sales agreements as of 9-1-17, by signing the agreement and returning it to Amelio C Enterprises.
2. Retailer may only sell Amelio C Enterprises products on their own domain unless explicitly authorized to sell on other domains.

Should you disregard this notice, your account will be subject to termination.

Respectfully,

Angelo Casciato
General Manager
Amelio C Enterprises, Inc.

Amelio C Enterprises TERMS OF SALE

PLACING ORDERS:

Office: (602) 956-4833, Opt 1 (Monday - Thursday 8am to 4pm and Friday's 8am to Noon
MST) Toll-Free: (888) CANDY01, Opt 1 Fax: (602) 956-4833 Email: orders@amelioc.com

PRICING:

Pricing can be obtained from our customer service department and/or your sales representative. Pricing is subject to change without notice unless otherwise agreed upon in writing with the customer in advance.

PAYMENTS:

We accept Visa, MasterCard, American Express, Discover, Business Checks, Money Orders, ACH and Wire Transfers as forms of payment for most orders. Credit cards will not be accepted for payment on invoices exceeding \$10,000.00.

****PLEASE NOTE: IF PAYMENT DECLINES, YOUR ORDER WILL NOT BE SHIPPED UNTIL PAYMENT ISSUES ARE RESOLVED. DECLINED PAYMENTS MUST BE RESOLVED WITHIN 7 DAYS OR YOU MAY BE SUBJECT TO YOUR ORDER BEING CANCELLED AND A 10% RESTOCKING FEE WILL BE BILLED TO YOUR ACCOUNT** ALL RETURNED CHECKS WILL INCUR A \$15.00 FEE.**

INVOICE REMIT ADDRESS:

Amelio C Enterprises, Inc. | 3010 N. 24th St., Phoenix, AZ 85016

NET 30 TERMS:

NET 30 terms are available if approved by our Amelio C Enterprises Credit Department. You will be notified by mail or email, with a read receipt attached, upon approval. All accounts that have been approved for NET 30 terms, **MUST** be paid within 30 days*.

See Late Payment notice

Past Due accounts **MUST** be paid prior to any orders being shipped. The cost of fees and/or collection will be paid by the delinquent account holder. For those who would like to open a **NEW ACCOUNT**, the Credit Application and any other forms that are necessary to apply, **MUST** be completed in full. Please allow 4 - 6 weeks for credit to be established, if you are requesting NET 30 Terms. Prior to credit being established, first time orders will be shipped **ONLY** if the order is paid in full, using a credit card on your first order and future orders, until credit is established and you are approved for terms. If you are using a credit card on all orders, please allow up to 3 business days for your account to be set up into our system.

LATE PAYMENT NOTICE:

All accounts **MUST** be paid within 30 days, if you are on NET 30 terms. If an account is not paid within the 30 day period, account will be subject to a late fee; at 31 to 60 days late, there will be a 5% fee; at 61 to 90 days late, there will be 10% fee; and at 90 to 120 days, there will be a 15% fee on the balance of your invoice. If accounts are delinquent past 60 days, you may lose your NET 30 terms with us. If you do not have NET 30 terms set up with our company or are currently waiting on NET 30 terms to be approved, orders will not be shipped until your order is **PAID IN FULL**. No orders will be shipped for **ANY** account over 30 days past due, until payment is received in full.

ORDER CANCELATIONS:

Buyer will have up to 72 hours to cancel their order to avoid any fees. If order is cancelled **AFTER** the 72 hour time frame, but **BEFORE** their order has left our warehouse, buyer will be subject to a 10% restocking fee. If buyer cancels their order **AFTER** their order has been shipped from our warehouse, buyer will be subject to a 10% restocking fee **AND** will be held liable for **ALL COSTS AND FEES** associated with shipping to the buyer and stopping shipment to re-route the order to be shipped back to our warehouse

SHIPPING POLICY/CLAIMS:

****Please be advised that freight prices are subject to change without notice****

The method of shipment will be within the discretion of Amelio C Enterprises, Inc. unless other arrangements have been made, by "you" or "the customer", with our Customer Service Department. Amelio C Enterprises, Inc. will not be held liable in any way for any delay by the shipping carrier, due to non-delivery or default in shipping, labor disputes, transportation shortage, delays in receipt of goods, priorities, fires, accidents or any other causes beyond the control of the seller, by the carrier. **IMPORTANT: It is the buyer's responsibility to inspect the goods BEFORE you accept it at your location from the shipping carrier. If there is noticeable damage to your order, you will need to resolve this issue with the carrier immediately, as you can file a claim with the company for reimbursements for damaged goods. Please be sure to make a note of ALL damages on the shipping documents before you sign for your purchase. DO NOT** deduct the cost of any item from your invoice due to damage from the shipping carrier, unless authorized by Amelio C Enterprises, Inc. Invoice deductions **MUST** be authorized by Amelio C Enterprises, Inc. Customer Service Department.

****PLEASE NOTE: Amelio C Enterprises, Inc. takes great care to package your items and make all efforts to ensure that your order will arrive safely and in excellent condition to buyer's location. Amelio C Enterprises, Inc. has no control over how orders are handled by the shipping carrier after it has left our warehouse and therefore cannot be held liable for damages, in any way, by the carrier****