



Thank you for your interest in opening a Wilton US wholesale account!

If your company is located outside the US, please email [InternationalSales@wilton.com](mailto:InternationalSales@wilton.com) . \_

To open a wholesale account, we do require the following:

- An opening order of at least \$1,000 and every order after that must be at least \$150.
- Agree to not sell Wilton products on the Amazon, Wal-Mart, or any other third-party marketplace.
- Commit to at least 3 orders per year
- Agree to all Legal Terms & Conditions outlined on page 3 of our application. Please read thoroughly.

If you can comply, please send an email to [WholesaleNewAccount@wilton.com](mailto:WholesaleNewAccount@wilton.com) with the following:

- Please tell us about your business and the Wilton products you are interested in.
- The attached application completed and signed. **We do not accept digital signatures.**
- A copy of your State Issued resale tax certificate. **This is a required document.**

Any applications received with incomplete information or unsigned will be returned.

Once we receive your completed and signed application and required documentation, we will review. Please allow a minimum of 2 weeks for us to complete the review process. You will be notified by email if you are approved for an account and will be assigned to an account manager to help you.

If you have any questions or concerns, please email [WholesaleNewAccount@wilton.com](mailto:WholesaleNewAccount@wilton.com).

Thank you,

The Wilton Sales Team



Wilton Industries, Inc.

## NEW ACCOUNT APPLICATION

Please email completed New Account Application to [WholesaleNewAccount@wilton.com](mailto:WholesaleNewAccount@wilton.com).

### Billing Information

Firm Name

Date Established

Accts. Payable Contact

Bill to Address Line 1

Bill to Address Line 2

City, State, Zip

Telephone/ Fax

Federal Tax Id

Business Form:

Corporation  Sole Proprietorship  Partnership  Limited Partnership

### Shipping Information

Trade Style or DBA

Principal/Buyer

Ship to Address Line 1\*

Ship to Address Line 2

City, State, Zip

Telephone /Fax

Email Address Website

## References

### Bank References

Name of Bank Account Name Account # Contact Name/Email/Phone/ Fax

1.

2.

### Trade References (Only if applying for a line of credit)

Company Address Contact Name/Email/Phone/ Fax

1.

2.

3.

## Terms and Conditions

- For the sole purpose of obtaining business credit, I/We state the information herein is true and correct and hereby authorize release of information from references given.
- I/We agree that any purchases whether on credit or otherwise, will be governed by the terms and conditions attached hereto and incorporated by reference.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Name (Please Print) \_\_\_\_\_ Title \_\_\_\_\_

**\*Credit Application must include authorized signature, including title.**

## Certificate of Resale

The undersigned hereby certifies that all tangible personal property hereafter purchased is for purposes of wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. The undersigned further certifies that if any property so purchased tax free is used by the purchaser as to make it subject to a Sales or Use Tax, the purchaser will pay the tax directly to the proper taxing authority. This certificate shall be a part of each order which the purchaser may hereafter give Wilton Products, Inc., unless otherwise specified, and shall be valid until canceled by the purchaser in writing.

Certificate Covers Multiple Locations:  Yes  No

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

Business Description: \_\_\_\_\_

Business is Registered as a:  Wholesaler  Retailer  Manufacturer

Seller  Other (Specify) \_\_\_\_\_

General Description of property to be purchased: \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Purchaser's Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Signature of Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
(or Authorized Agent)

Certificate of Registration Number of Purchaser \_\_\_\_\_  
(State Sales Tax Resale Number)

Federal Identification Number of Purchaser: \_\_\_\_\_

## PURCHASE TERMS AND CONDITIONS

- 1. Application.** These Purchase Terms and Conditions (the “T’s & C’s”) govern your purchase of products (the “Product(s)”) from Wilton Industries, Inc. (“Wilton”). Your payment for and acceptance of the Products signifies your acceptance of these T’s & C’s. Wilton may amend these T’s and C’s from time-to-time and such amended terms apply to your purchase of Products. Unless otherwise authorized by Wilton in writing, you may not resell Products through any third-party web-based marketplace, including through Amazon.com or similar websites.
- 2. Payment and Taxes.** Unless you have received prior credit approval from Wilton, which requires a forecast of at least \$10,000 USD in annual Product purchase amounts, all amounts owed for Products are due and payable in US Dollars at the time you place an order. Wilton has no obligation to deliver Products until payment for the Products is received. Any past due amounts owed by you will bear interest at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is lowest. You are responsible for paying all applicable sales tax associated with Product purchases, unless you have provided Wilton with an appropriate sales tax exemption certificate. If you owe any amounts to Wilton, for any reason, such amounts may be deducted from, withheld from or set off against any amounts due to you from Wilton.
- 3. Freight; Title; Risk of Loss.** Unless you have arranged for pick up at Wilton’s distribution center, all Products are shipped FOB destination and Wilton will select the mode of transportation and the carrier. Title and risk of loss shall pass from Wilton to you at the time that the Products are delivered to either: (a) the carrier that you select to pick up Products at the Wilton distribution center; or (b) your location.
- 4. Warranties and Limitation of Liability.** Unless other warranty terms are specifically provided for a Product, Wilton warrants to you that the Products are free from defect in workmanship and materials for a period of one (1) year from the date of shipment. If any Products do not meet the foregoing warranty, at its discretion Wilton will either: (i) repair or replace the applicable Products; or (ii) refund your purchase price for the applicable Products. Except for under the limited circumstances set forth in Section 6, the foregoing is your sole and exclusive remedy in the event of a defect in workmanship or materials. WILTON DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY YOU OR A THIRD PARTY’S MISUSE, ABUSE OR ACCIDENTS. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT. WILTON AND ITS SUBSIDIARIES AND OTHER AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Wilton’s maximum liability on any claim for loss or damage arising out of or related to your purchase of the Products and/or these T’s & C’s, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the total amount of the cost of the Products giving rise to or related to your claim. FURTHER, WILTON SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL COSTS, LOSSES OR DAMAGES OR ANY OTHER LIABILITIES, EVEN IF WILTON WAS ADVISED OF THE POSSIBILITY OF SUCH COST, LOSS, DAMAGE OR LIABILITY.
- 5. Indemnification by You.** You hereby indemnify and hold Wilton, its respective equity holders, directors, officers, employees, and agents harmless from and against all losses, claims, liabilities, costs, and expenses (including, but not limited to, interest, court costs and attorneys’ fees and costs of investigation) (collectively, the “Losses”), arising out of or relating to: (i) your distribution of Products outside the countries for which Wilton has designated them for sale; (ii) your use of the Products in a manner that is not in compliance with the directions, instructions, specifications or other materials related to the Products; or (iii) your non-compliance with applicable laws and regulations.
- 6. Indemnification by Wilton.** Wilton hereby indemnifies and holds you harmless from and against: (i) all Losses arising out of or relating to personal injury (including death) or property damage that are a direct result of a defect in a Product’s workmanship or materials within one (1) year from the ship date; or (ii) all fines and penalties levied upon you by governmental bodies or other regulatory agencies that are a direct result of materially inaccurate or incomplete documentation that Wilton provides directly to you for importing Products into a country.
- 7. Returns.** No returns are permitted unless you have received a return authorization from Wilton. Return authorizations may be requested by contacting Wilton’s Customer Service Department at 1-800-772-7100. Wilton reserves the right to charge a restocking or disposal fee for any returns, regardless of authorization status.
- 8. Governing Law and Venue.** Any dispute or claim arising out of or in connection with these T’s & C’s or your purchase of Products is governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law provisions. For purposes of any action or proceeding involving these T’s & C’s or your purchase of Products, you expressly submit to the jurisdiction and venue of the federal and state courts located in the State of Illinois, which is the exclusive jurisdiction and venue for resolving such action or proceeding. We both expressly and irrevocably waive any application of all or any of the provisions of the United Nations Convention on Contracts for International Sale of Goods (Vienna Sales Convention) and the U.S. Foreign Sovereign Immunities Act, 28 U.S.C. et seq,
- 9. Conflicting Terms.** These T’s & C’s shall apply regardless of any additional, different or conflicting provisions in any order or communication from you and shall constitute the entire agreement and understanding between you and Wilton relating to the subject matter of these T’s & C’s. Any different, conflicting or additional terms or conditions set forth on your website or in any purchase order, order acknowledgement, vendor manual or similar written or oral communication from you are hereby objected to, refused and rejected (without further notice of such objection, refusal or rejection) and shall not be binding on Wilton unless agreed to in writing by a corporate officer of Wilton.