



## DROPSHIP PROGRAM

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# DROPSHIP AGREEMENT



VIP HOME AND GARDEN  
DBA VIP INTERNATIONAL  
2590 MERCANTILE DR SUITE C  
RANCHO CORDOVA, CA 95630  
[WWW.VIPHOMENDGARDEN.COM](http://WWW.VIPHOMENDGARDEN.COM)  
P. 916.638.5802

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### DROPSHIP FACT

VIP started developing their dropship program in 2015 after the increasing demand for direct to consumer options. We continue to refine and develop our drop-ship capabilities and product offerings. Currently we have the capability to ship 500 orders daily and offer an assortment of over 800 "dropshipable" items.

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SEND COMPLETED AGREEMENTS TO:  
[customercare@viphomeandgarden.com](mailto:customercare@viphomeandgarden.com)

### DROPSHIP APPROVAL

We don't always approve companies to become dropship partners. Many times the processes needed to maximize the dropship program are not suited for certain companies.

# DROPSHIP PROGRAM

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## DROPSHIP OVERVIEW

### What is dropshipping?

Dropshipping is defined by the action of direct to consumer shipping. Shipments are made on the behalf of your company to your customer but are shipped from our warehouse. This saves time, money and effort for you.

#### Shipping Timeline

Turnaround times of 24 - 48 hours  
Transit times 1 - 4 days

#### Products

Over 800 Dropship-ready items  
High resolution images  
Staged glamour shots

#### Information Automation

Accept .xls or .csv  
FTP Inventory Feed  
EDI capable

#### Cost and Fees

High volume solution: (More than 50 orders/week)  
No Dropship Fee

Low volume solution: (less than 50 orders/week)  
\$3.50/order

#### BENEFITS OF THE DROPSHIP PROGRAM



##### No inventory overhead

You do not have to purchase, warehouse or pay employee salaries but still have access to 100's of available items



##### Reduced delivery time

Orders are processed within 24-48hrs of being received. You no longer have to receive your inventory to fulfill orders.



##### Reduced labor expense

We handle all of the order processing for you. Orders are fulfilled here, which leaves you to do what you do best...  
Sell your products!

### DROPSHIP PROCESS



## CONNECTION REQUIREMENTS

Inventory and Order automation are an essential part of our program. In order to maintain the high volume of orders we require all partners be connect through one of our automation options.

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## DROPSHIP OVERVIEW

Where do you Drop-ship from?

All shipments come from our warehouse facility located just outside of Sacramento, CA.

Warehouse Address:

2590 Mercantile Dr. Suite C  
Rancho Cordova, CA 95742

Dropship Timeline

Once orders are received, processing time takes 24-48 hours. This includes packaging and pick-up time. Shipping is then determined by location and carrier.

What Carriers do you ship with?

We can use either FedEx or UPS Ground. Our default carrier is FedEx. You must provide us with you ground shipping account for either one of these carriers so we can ship on that account\*.

\*See Shipping Setup for more information

Images and Product Information

VIP will provide High Quality images 3000x3000px\* for your use while selling our products. Also available for many of our items are lifestyle pictures that we refer to as Glamour shots. Special imaging can be done by request.

\*See Partner Agreement for Image use

Available Products

We currently offer a selection of over 800 items that we feel are dropship ready. Not all products that VIP carries are dropship capable due to size or other packaging requirements. Our available products are continually growing.

How Do I Become a VIP Drop-ship Partner?

In order to become a VIP Drop-ship partner you must first begin the process by filling out the New Partner Information Packet.

This packet provides us with much of the information needed to determine the right setup structure for your business.

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## DROPSHIP OVERVIEW

Are all companies approved to Become a VIP Drop-ship Partner?

We don't always approve companies to become dropship partners. Many time the processes used for dropship program are not suited for interested companies. We try to develop and adapt to most of our partners needs, but we are not always able to do so.

Is there a cost to the Dropship Program?

The success of the dropship program is largely based on volume. We offer our services for large and small customers:

High Volume Option: Over 50 orders per week – No Fee

Low Volume Option: Under 50 orders per week – \$3.50/Order Fee

### DROPSHIP TIMELINE

Standard orders ship 24-48 hours after the order file is received



ORDER RECEIVED



SHIP 24 - 48HR



I have read and understand the Dropship Overview

Authorized Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

### DROPSHIP APPROVAL

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## Dropship Partner Agreement

For Direct to consumer shipping

This Dropship Partner Agreement ("DPA"), Only for Vendors participating in Direct to Consumer Shipping referred to as "Dropshipping" is made on (Month) \_\_\_\_\_ (Day) \_\_\_\_\_, 20\_\_\_\_ between:

VIP International ("VIP")  
2590: Mercantile Dr. Suite C,  
Rancho Cordova, CA 95742

and \_\_\_\_\_  
("Vendor"), a [Circle One (Corporation), (LLC), (Sole Proprietorship) or (Other: \_\_\_\_\_)]  
with a Main Office Located at:

\_\_\_\_\_  
\_\_\_\_\_

**Scope.** All purchase and sale transactions into which the parties may enter on or after the date first above written shall be governed by the terms and conditions of this DPA.

**Orders and Shipping.** Any sales order or communication that is deemed as an order shall be processed, shipped and billed according to the standard order timeline for Drop-ship type orders. Standard ship time for orders are 24-72 hours unless otherwise agreed upon. Billing will be made according to the orders received.

**Insurance.** VIP will maintain commercial general liability insurance. VIP can submit to the Vendor at any time a copy of its current certificate of insurance confirming the existence of such insurance .

**Defective Merchandise and Returns.** VIP warrants that merchandise shall be shipped in good working condition and as described to the Vendor. Defective merchandise and Returns will be handled in accordance with the provisions of the Merchandise Return Form as to be completed as a part of the New Drop-ship Partner Information Packet.

**Confidentiality.** Except otherwise required by Legal Requirement, Vendor will not, without VIP's prior written consent, disclose any of VIP's proprietary or confidential oral or written information, including special pricing, discounts or any other special information specific to the Vendor or intended only for the Vendor.

**Packaging.** VIP will package merchandise as it sees fit for proper and safe travels between destination. Packaging materials include but are not limited to: corrugated or fluted cardboard, bubble wrap, air cushions, brown/clear packing tape, Styrofoam.

**Documents and Labeling.** VIP will ensure that the documents included with the shipment of Merchandise will list the Vendor as the seller of record of the Merchandise. Special labeling, including Packing slips, box labels, stickers, advertising, marketing materials, special instructions and coupons can be provided at the Vendors expense to be included with the shipment.

**Dropship Fee.** Order volume less than 50 orders per week may be subject to a \$3.50 Service Fee per order.

I have read, understand and agree to the terms laid forth in the Dropship Partner Agreement:

Authorized Signature \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

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## PARTNER COMPANY INFORMATION

### Billing Information

Corporate Legal Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Corporate Phone Number \_\_\_\_\_

Corporate Fax Number: \_\_\_\_\_

Corporate Email: \_\_\_\_\_

Corporate Website: \_\_\_\_\_

DUNS # \_\_\_\_\_ TIN/SSN# \_\_\_\_\_

### Payment Terms

- Option 1: Net 30 Terms w/ccd backup – Billed at EOM (Credit Approval Needed)\*
- Option 2: Net 5 Terms – CCD Billed Each Friday\*

\*Both options must complete payment authorization and credit application

### Partner Remit to Information

Corporate Legal Name: \_\_\_\_\_

Factor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Remit to Phone Number \_\_\_\_\_

Remit to Fax Number: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

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## CONTACT INFORMATION

### Accounting information Information

AP Contact Name 1: \_\_\_\_\_

AP Contact Name 2: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

### Product Setup and Management

Contact Name 1: \_\_\_\_\_

Contact Name 2: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

### Purchasing

Buyer Name 1: \_\_\_\_\_

Buyer Name 2: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Phone: \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## VIP DROPSHIP CONTACTS

#### General Inquiry

customer@viphomeandgarden.com  
916-638-5802

#### Partner Approvals

Ty Maclure  
ty@viphomeandgarden.com  
916-638-5802 ex 1000

#### Accounting/AR

Miriam Cecena  
miriam@viphomeandgarden.com  
916-638-5802 ex 1004

#### Order Inquiry/Order Processing

Eddie Barela  
warehouse@viphomeandgarden.com  
916-638-5802 ex 1012

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## SHIPPING REQUIREMENTS

### Defective Items

A defective item is defined as an item that does not function, in whole or in part, in the manner that it is claimed or designed to function. This usually is due to a manufacturing error or oversight. Defective Claims are handled through our claims department and cover the replacement or <sup>1</sup>refund of item (<sup>1</sup>Refunds are only given if item is no longer available).

### Shipping Damages

VIP is not responsible for damages made during shipping. We are not able to refund items damaged in shipping. These credits must be handled through your shipping company. Replacements will be billed at the regular cost of the item.

## 3<sup>rd</sup> PARTY SHIPPING

VIP uses 3<sup>rd</sup> party shipping to ensure billing accuracy and speed. This means that shipping will be billed and shipped on the account provided.

Billing and Damage claims will be handled through your shipping account rep and not through VIP.

### FedEx Account Info

Company Name: \_\_\_\_\_  
FedEx Account #: \_\_\_\_\_

I Authorize VIP to use the above FedEx account number to ship packages as a 3rd party shipper.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

### UPS Account Info

Company Name: \_\_\_\_\_  
UPS Account #: \_\_\_\_\_

I Authorize VIP to use the above UPS account number to ship packages as a 3rd party shipper.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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## CONNECTION REQUIREMENTS

### Inventory Feed

We have the availability to transfer all or part of our inventory via EDI 846 and FTP via CSV flat file. Inventory feed is set up as an automated file transfer.

Please select Inventory Delivery Method: (please select one)

- EDI
- FTP (Preferred)

Please select Frequency:

- Daily      Time: \_\_\_\_\_ am/pm
- Hourly

### FLYERS/INSERTS & LABELING

Additional labeling, inserts or flyers can be included with the shipments. Any additional inclusions must be provided at your expense and cannot affect the packing process. For questions regarding special labeling, please contact:

**Partner Approvals**  
ty@viphomeandgarden.com

### Order Submission

Orders can be submitted in the following methods: (please select one)

- EDI
- FTP (csv flat file)

We do not accept written, faxed or PDF files for Dropship orders

## CONNECTION REQUIREMENTS

Inventory and Order automation are an essential part of our program. In order to maintain the high volume of orders we require all partners be connect through one of our automation options.

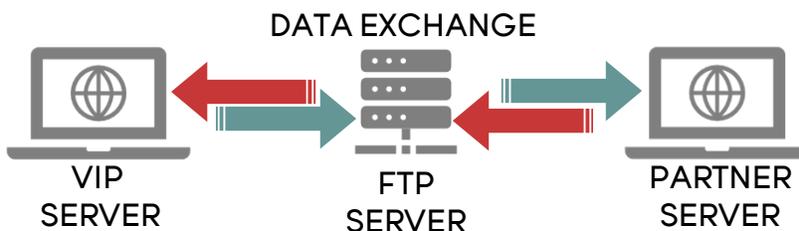
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## FTP CONNECTION

### What is FTP?

File Transfer Protocol (FTP) is a standard network protocol used for the transfer of computer files between a client and server on a computer network. FTP is built on a client-server model architecture and uses separate control and data connections between the client and the server.



VIP will provide login and connection credentials for you. You can use this FTP connection to submit orders or retrieve inventory files.

We can also connect to an FTP connection that you already have setup. Please provide those credentials below for connection to your FTP Server

### FTP Account Info

Host: \_\_\_\_\_

Username: \_\_\_\_\_

Password: \_\_\_\_\_

I Authorize VIP to use the above FTP account number to  
Transfer confidential and secure information.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### CONNECTION REQUIREMENTS

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## EDI CONNECTION

### What is EDI?

EDI (Electronic Data Interchange) is a computer-to-computer exchange of business documents in a standard electronic format between trading partners. Using EDI for E-commerce platforms is faster, simpler, more cost effective and more accurate than paper transactions. The goal of EDI is to reduce turnaround time and cost while improving customer service



### EDI Account Info

EDI Compliance Contact: \_\_\_\_\_

Qualifier: \_\_\_\_\_ Interchange Control ID \_\_\_\_\_

Network: \_\_\_\_\_

#### EDI Contact

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Documents needed: 810 required | 850 required | 855 | 846 | 856 | 860

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## OBLIGATION TO PAY OR COLLECT TAX

In accordance with California State Tax Regulation 1684: Collection of Use Taxes and in reference to Publication 109, Internet Sales. We require all Dropship Partners to provide a valid California Resale Certificate.

Dropship partners will NOT be approved without a valid and current California Resale License

BOE-230 (7-02) STATE OF CALIFORNIA BOARD OF EQUALIZATION

### GENERAL CALIFORNIA RESALE CERTIFICATE

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property: \_\_\_\_\_

3. This certificate is for the purchase from Iron Trade Imports DBA VIP International of the item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale: \_\_\_\_\_

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS OF PURCHASER \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ DATE \_\_\_\_\_