

# 2020 NATS Vendor Proposal



**Vendor Name:** \_\_\_\_\_ **Main Contact:** \_\_\_\_\_  
**Program Date:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Product Line:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Second Contact:** \_\_\_\_\_  
**Vendor Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_  
**Website:** \_\_\_\_\_ **Accounts Payable Contact:** \_\_\_\_\_  
**Main Contact Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**City/State/Zip:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

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1) **FREIGHT PREPAID POLICY:** \_\_\_\_\_ lbs (or) \_\_\_\_\_ Dollars  
Drop Shipments: NO YES If YES, any minimum, or charge? \_\_\_\_\_  
Minimum Order: Tools: \_\_\_\_\_ Parts: \_\_\_\_\_  
Handling Fee: \_\_\_\_\_

2) **PAYMENT TERMS:** \_\_\_\_\_ Extended Dating? YES NO  
(NET, DAYS, AND/OR PROX) (SEE BELOW)

**VOLUME ORDER DISCOUNTS OR EXTENDED DATING:** Example: (\$5,000+ = 2%, 30-60-90)

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

### 3) **PUBLISHED STANDARD DISCOUNTS:**

**\*\* ALL NATS PRICE SHEETS MUST BE IN EXCEL FORMAT WITH AN ASSIGNED "NATS PRICE" COLUMN \*\***

List To Dealer: \_\_\_\_\_ Details: \_\_\_\_\_  
User To Jobber: \_\_\_\_\_  
Jobber To W/D: \_\_\_\_\_

4) **PRICE CHANGES:** Effective Date Of Current Group Pricing: \_\_\_\_\_  
Advance Notification Of Price Changes: 60 Days 90 Days 120 Days

6) **OTHER GROUP DISCOUNTS:**

Ongoing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7) **WARRANTY POLICY:**

Period Of Time: \_\_\_\_\_  
Reimbursement: \_\_\_\_\_  
Procedure: \_\_\_\_\_  
\_\_\_\_\_  
Credit Policy: \_\_\_\_\_

8) **STOCK ADJUSTMENT:**

% Of Sales: \_\_\_\_\_ Offset Order: \_\_\_\_\_ Handling Fee: \_\_\_\_\_

**\*\*THESE FUNDS ARE TO BE PAID DIRECTLY FROM THE VENDOR TO MEMBER\*\***

9) **MARKET DEVELOPMENT FUNDS:** (ie. Trade Shows, Marketing Materials, etc.)

MDF Funds:    YES    NO

Details: \_\_\_\_\_  
\_\_\_\_\_

10) **INDIVIDUAL MEMBER CO-OP/ADVERTISING ALLOWANCE:** (ie. Individual Catalogs/Flyers)

W/D Program \_\_\_\_\_ % Of Accrual Based On: \_\_\_\_\_

Explain Advertising Program:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What Is The Claim Procedure? Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11) **GROUP REBATE:** **\*\*REBATES PAID TO NATS HEADQUARTERS AND ARE DISTRIBUTED TO NATS MEMBERS\*\***

An annual rebate can be earned on the group's annual net purchases or % of growth. Please fill in details below.

<b>ANNUAL PURCHASES OR % OF GROWTH</b>		<b>% OF REBATE</b>
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

12) **INDIVIDUAL REBATE:** **\*\*PAID TO: NATS HQ FOR DISTRIBUTION DIRECTLY BY VENDOR TO MEMBER**

Individual member rebate can be earned on growth over the previous year. Please fill in details below.

<b>% OF GROWTH</b>		<b>% OF REBATE</b>
_____		_____
_____		_____
_____		_____
_____		_____
_____		_____

13) **VENDOR PROGRAM NOTES:**

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14) **NATS QUARTERLY FLYER PROGRAM:**

This program is a unique sales tool to help NATS members advertise select manufacturers and their product line. Flyer items are selected and agreed upon the members and manufacturers. We encourage all participating vendors to offer special pricing on new or popular items to help drive sales. To view a sample flyer, please contact Michelle.

Are you interested in participating in this flyer?    YES    NO  
Flyer Ad Fee; \$650.00 for a full page ad or \$350.00 for a half page ad

**Have a unique idea for a promotion?**

NATS members are always interested in closeouts or group buys on select items, and group volume purchases. Interested in a four or eight page flyer dedicated strictly to your product line?  
Feel free to call or email us to discuss these opportunities further.

15) **HEADQUARTERS ALLOWANCE:** (% or \$ Amount) \_\_\_\_\_

Paid:    Quarterly (preferred)    Annually

This fee helps NATS headquarters operate and enables us to administer your program efficiently.

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Upon submitting this form, please enclose all relative program information and send to [michelle@natsonline.org](mailto:michelle@natsonline.org) or [sandor@natsonline.org](mailto:sandor@natsonline.org). All participating vendors' agree to notify NATS headquarters of current price sheets, price updates, quarterly sales figures, promotions, new products, terms and conditions, warranty, and policies.

\*\*This proposal shall become a legal contract when signed and accepted by both the vendor and an authorized NATS representative. This contract will remain in effect for the calendar year listed on the top of page one. Any changes or revisions must be accepted and approved by both parties and confirmed with a new proposal form.

\_\_\_\_\_  
Factory Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
NATS Authorized Representative

\_\_\_\_\_  
Date

**WE VALUE YOUR PARTNERSHIP**



## TERMS AND CONDITIONS

## TRACER PRODUCTS

A Division of Spectronics Corporation

Products for **TRACERLINE®** and **LEAKFINDER®**

Stocking Warehouse Distributor	
Minimum Purchasing Requirements	Minimum initial stocking order is \$2,500.00, net. Minimum of \$5,000.00, net, must be ordered each year to maintain warehouse distributor discounts.
Minimum Order	Minimum order amount is \$100.00, net.
Payment Terms	Net 30 days. <i>Open accounts with payment terms are not eligible to remit payments via credit card</i>
Finance Charge	Past due balances are subject to a 1.5% finance charge on the 1st of every month a past due balance is carried.
Drop Shipments	Price on drop shipment orders is standard net price <u>plus 20%</u> .
Price Changes	All prices are subject to change without notice. Orders received prior to an announced price increase will be honored.
Stock Adjustment	Customers in good standing may stock adjust 5% of the total previous year's net paid purchases at the price paid if they submit an equal dollar offsetting order along with the stock adjustment request (see Returns section for full procedures). Stock adjustments can only be made within the same brand: Tracerline® to Tracerline® or LeakFinder® to LeakFinder®.
Lead Times	Standard lead time for products appearing on the 2020 Price Sheet is 7 business days for shipment availability from the receipt of a firm order. <i>Expedited options are available for an additional 20% or \$50 fee (whichever is the greater of the two)</i> . Please contact our Customer Service Department for complete details.
Standard Packs	Orders must be based on the <u>Standard Pack</u> listed on the price sheet. Orders will automatically be rounded up to the nearest quantity when applicable.
Freight Charges	Surface freight is prepaid and allowed to destinations within the contiguous 48 states on orders over \$1,500.00, net. Shipments directly to destinations in Alaska, Hawaii and U.S. territories are prepaid and allowed on orders over \$2,000.00, net, with the method of shipment at the discretion of Tracer Products.
Freight Terms	All shipments are FOB origin, Westbury, NY.
Add-On Orders	Add-on to an order can be made within three business days after the order acknowledgment. After that time, a new, separate order, subject to our Terms & Conditions, will be required.
Over the Counter Warranty	<p>All equipment and chemicals are warranted against defects in manufacture. In the instance of any issues with your items, please return to the point of purchase. Unless otherwise specified, Tracer Products' obligation under this warranty is limited to repairing or replacing, at the option of Tracer Products, any part(s) of the product which, if properly installed, used and maintained, proves upon factory examination to have been defective in materials or workmanship within 24 months from the date of delivery to the end-user, including all LEDs and rechargeable lamps, as well as associated batteries and chargers.</p> <p>This warranty does not apply to any component that deteriorates under normal use or has a normal life inherently shorter than the warranty stated. For example, replacement parts and accessories such as bulbs, filters and batteries are warranted for 30 days. In addition, Tracer Products does not warrant any equipment that has been subjected to misuse, negligence or accident, or has been repaired or altered by anyone other than Tracer Products.</p> <p>This warranty is in place of all other warranties of quality. There are no other warranties either oral, written, express, implied or statutory. IMPLIED WARRANTIES OF FITNESS FOR PURPOSE AND MERCHANTABILITY ARE EXCLUDED. This warranty and your remedies thereunder are solely as stated in this form. In no event shall Tracer Products be liable for special, indirect, incidental or consequential damages, nor for any damages arising out of delay in shipment or production.</p>
Returns	All returns must involve merchandise appearing on our current price list, in brand new condition, and must be authorized in advance by Tracer Products. You must obtain a Return Material Authorization (RMA) number from Tracer Products' Customer Service Department prior to shipment. This number must appear on all packaging and documentation prior shipment. Provide an itemized list of products, model numbers, and Tracer Products' invoice numbers of all items to be returned. All approved returns are subject to a 20% restocking charge. Returns must be freight prepaid to the factory. Any unauthorized returns (i.e.: products returned to our factory in Westbury, NY without an RMA number) will NOT be accept and will be returned to sender at customer's expense.
Product Specifications	Tracer Products reserves the right to alter product specifications without notice. Tracer Products is under no obligation to make similar changes in its products previously produced.

Online Minimum Advertised Price (MAP)	<p>The Minimum Advertisement Price (MAP) is defined as Tracer Products' List Price. The items will be displayed for each individual product, with base pricing, on its detail page. Upcharge for larger sizes can be calculated by the customer.</p> <p>The policy is enforced to protect Tracer Products' reputation, the integrity of its products and the model of its distributor network.</p>
Scope of Policy	<p>This policy prohibits all distributors of Tracer Products items from advertising prices below the MAP. Further, this MAP policy <u>only</u> applies to online advertising for the initial price displayed on a website. This policy applies strictly to advertised prices and will not in any way restrict the dealer's ability to determine its own resale prices. Moreover, the policy is not intended to prohibit any dealer from providing below MAP quotations on an individual basis in response to a specific request for quotation by an individual customer provided that such response is not automated and is given by person-to-person communication. Further, distributors may indicate on their websites for Tracer Products items that customers may contact the dealer directly for a price quotation.</p>
Violation of MAP Policy	<p>While distributors have the complete freedom to resell Tracer Products items at any price and to advertise them in any manner (subject to these terms and conditions), if Tracer Products verifies that a dealer is advertising online below the MAP in violation this policy, Tracer Products may impose the following penalties:</p> <ul style="list-style-type: none"> <li>• Upon a first violation, a written notice will be issued, and the dealer's right to purchase Tracer Products' items may be suspended for a period of 45 days after the date of notice.</li> <li>• Upon a second violation, a second written notice will be issued, and at Tracer Products' sole discretion, the dealer's right to purchase Tracer Products items will automatically be suspended for a period to be determined by Tracer Products.</li> </ul>
Amendments	<p>Tracer Products reserves the right to amend this MAP policy and/or its minimum advertised prices at any time.</p>
General Policy	<p>These Terms and Conditions shall apply to all products ordered from Tracer Products, and shall override any conflicting terms in any purchase order, request or other documentation, unless otherwise expressly agreed to in writing by Tracer Products. All contract terms shall be governed by the laws of the State of New York, U.S.A., and any disputes shall be brought in a court in Nassau County, in the State of New York. All Spectroline trademarks, trade names and brand names are the property of Tracer Products, and shall not be used or modified for any purpose except as expressly authorized in writing by Tracer Products.</p>

**TRACER PRODUCTS**  
A Division of Spectronics Corporation  
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