



# The Bread Guy Wholesale Agreement



*Process for new clients on boarding:*

- 1. Phone meeting with Zach & Hillary to go over menu needs with client menu & Wholesale Contract emailed prior to scheduled meeting. This MUST happen minimum of 1 month before opening or start date of new restaurant with The Bread Guy*
- 2. In person tasting meeting with chef & paying party to see sizing, texture, artisan qualities to be agreed upon*
- 3. Upon completion of above, 1st order is due 2 weeks before 1st delivery. All other orders will be on regular order/delivery schedule as outlined in contract.*

## **General Account Information**

**Store Name:** \_\_\_\_\_

**Retailer Address:** \_\_\_\_\_

**Buyer Name/Position:** \_\_\_\_\_

**Buyer Email:** \_\_\_\_\_

**Buyer Phone:** \_\_\_\_\_

## **Alternative Buyer info in case of illness or vacation/leave**

**Buyer Name/Position:** \_\_\_\_\_

**Buyer Email:** \_\_\_\_\_

**Buyer Phone:** \_\_\_\_\_

## **Billing/Accounts Payable**

Accounts Payable Name: \_\_\_\_\_

Accounts Payable Phone: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

I acknowledge that I have read and understand the following terms and conditions.

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

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

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

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

## TERMS & CONDITIONS

The Bread Guy, LLC  
193 E Morse St, P.O. Box 92  
Markle, IN 46770

[thebreadguyllc@gmail.com](mailto:thebreadguyllc@gmail.com)

[www.thebreadguyllc.com](http://www.thebreadguyllc.com)

### **THE ORDERING & DELIVERY PROCESS**

Orders must be placed through email communication on or before the deadlines listed below. The Buyer will place orders on or before the SUNDAY PRIOR BY 5PM for Friday MARKLE PICK UP, Tuesday and or Friday Fort Wayne Deliveries on a client-by-client basis, or Sat YLNI Farmers Market Pick Up. Early week (Mon-Wed) loaf pick up/delivery availability may vary based on season due to the nature of Sourdough Starter. These will be communicated in advance.

If you set up a STANDARD ORDER for each delivery/pick up date, **These will not require any email communication UNLESS you need to cancel an order OR IN THE CASE OF SPECIAL HOLIDAY DELIVERY SCHEDULES as communicated via email.**

Orders less than \$50 will need to be picked up at the bakery, please specify day

Orders \$50-99 1x weekly delivery

Orders \$100+ 2x weekly delivery can be split upon request or just on 1 delivery day.

ANY ORDER NOT RECEIVED BY 5PM IS SUBJECT TO A \$15 RUSH ORDER FEE OR NON-FULFILLMENT which will be notified via email if not able to fulfill. RUSHED ORDERS MAY BE DELIVERED PAST THE ORDER DEADLINE BELOW DUE TO PRIORITY DELIVERY FOR OTHER CUSTOMERS AND PRODUCTION TIME.

Pick ups are to be between 10am-4:00pm on the designated date. Orders will be delivered on your designated dates between 2:30pm & 5pm. If you run into an issue for your pick up date, please contact us IMMEDIATELY to arrange an alternate. If this becomes a persistent issue, The Bread Guy reserves the right to suspend further Wholesale with the client.

This may occur due to unforeseen circumstances including but not limited to: weather, vehicle conditions, staffing issues or emergencies. In the event of late delivery the account will be notified via text message to the buyer number provided.

### **PAYMENT METHODS/INVOICING**

We currently accept the following payment methods: Visa, MasterCard, American Express and Discover on file in our QuickBooks account as well as online payment through our emailed invoices.

All new accounts must provide a credit/debit card to maintain on file (see attached form) for an Auto Charge on the date of services rendered.

The Bread Guy, LLC retains the right to terminate any delivery or suspend further deliveries in the event the buyer's financial condition becomes unsatisfactory.

**\*\*ANY PAYMENT THAT COMES BACK WITH A BANK DECLINE WILL RESULT IN A RE-INVOICE THAT INCLUDES ANY FEES WE INCURRED. IF IT HAPPENS A 2<sup>ND</sup> TERMINATION OF SERVICES MAY OCCUR\*\***

### **NOTICE OF DEFECTS/RETURNS**

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 24 hours after the receipt of product. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order. Shortages: In the event of a product shortage, The Bread Guy will give the Buyer the option to either have the missing product delivered to them on the next delivery date or to have the amount of the product credited to their account. In regards to shortages, you can inquire via email with the subject title "shortage" and your company name.

Damaged Products: In the event of damaged products, the Buyer is to take a picture of the product and e-mail it to [thebreadguyllc@gmail.com](mailto:thebreadguyllc@gmail.com) and we will get back with you on the replacement procedure ASAP.

Refunds will only be granted in the event of damaged or shorted goods. All credit will be applied to future orders.

### **ORDER CANCELLATIONS OR STANDARD REDUCTIONS OR NON-PRESENT DELIVERIES**

Any order cancelled **after** the deadlines listed above will be subject to a 50% of the original order fee. Any standard order that is reduced and The Bread Guy is notified of the reduction **after** the 5pm deadline will be subject to a 50% of the incurred loss of the order fee. IF a client does not pick up their items on the specified delivery date, without alternative arrangements made with The Bread Guy, their items will become forfeit and still charged to the client.

### **MERCHANTABILITY AND MISREPRESENTATIONS**

Wholesale Account agrees that The Bread Guy makes no warranty, express or implied, as to the merchantability of The Bread Guy products. Wholesale Account also agrees that The Bread Guy, LLC is not liable for any misuse or misrepresentations of the goods by the Wholesale Account.

### **ACCURATE REPRESENTATION OF GOODS**

Wholesale Account agrees that whatever type of The Bread Guy products are being purchased, we are the sole purveyor of that category of product OUTSIDE of Gluten Free options of the same type of product or other baked items we inform you we cannot make AFTER consultation with The Bread Guy Staff. If The Bread Guy doesn't provide a product ie: cookies, cakes, scones etc those are also exempt. This ONLY applies to products listed on our Wholesale Sheet.

I.E. If the Wholesale Account is purchasing Bagels from The Bread Guy they shall ONLY use and distribute The Bread Guy Bagel products except for Gluten Free options. Wholesale Account also agrees that if it is found that The Bread Guy, LLC type of product being purchased is mixed with NON Bread Guy brands the Wholesale Account will no longer be able to order this type of product after a warning from The Bread Guy company.

### **PRESENTATION OF BREAD GUY PRODUCTS**

Wholesale account agrees to announce the usage of The Bread Guy products in the menu, in presentation case or predominantly on a larger board i.e. large chalk board announcing all local artisans companies used.