

Terms and Conditions

1. I will be operating as an independent contractor or Dealer in business for myself, utilizing Kaeser and Blair, Inc. (K&B) as at least one, but not necessarily my only exclusive source of supply.
2. K&B has no right or authority to control or supervise my activity in any way, except as noted here. I will set my own hours, develop my own sales methods and procedures and I am free to work when, where and how I wish.
3. I have the right to adjust or negotiate my own selling prices.
4. K&B has no right or authority of termination for any reason with the exception of illegal activity, financial indebtedness or practices detrimental to Kaeser & Blair, Inc.
5. K&B will supply certain selling materials and supplies for stated financial consideration.
6. I will not be working on salary or hourly wage, but solely on a commission basis or exclusively on a variable profit percentage of the gross sale.
7. K&B will not provide me with office space, telephone or secretarial services.
8. I will not be limited to work a specific territory or geographic area.
9. I will have the right to establish my own selling organization of sub-dealers once I meet minimum requirements.
10. I will be personally responsible for any damage arising from my own actions.
11. I will not be restricted in dealing with a K&B competitor or dealing in any other products.
12. I will provide my own transportation.
13. I will not be required to attend formal or group training sessions.
14. No sales quotas will be imposed.
15. I will not be working on a K&B expense account.
16. I will assume my own business expenses without reimbursement.
17. I will not be required to submit reports or maintain inventories or make deliveries.
18. The customer base that I generate will become my personal property and that asset is under my control to retain, sell, convey, transfer or give away.
19. It is possible that certain marketing strategies I may incorporate could involve financial risk or possible loss to me.
20. I can operate under my own personal name or firm name or use the Kaeser & Blair trade name. My use of the Kaeser & Blair trade name or any other registered or copyrighted property of K&B will comply with all K&B's policies for using copyrighted or registered materials and US copyright laws.
21. Credit investigations and credit acceptances, collection of accounts and/or adjustments are the functions of K&B.
22. Being an independent contractor, I agree to bear sole responsibility for reporting and paying all or any federal, state or local taxes imposed on self-employed business persons, but K&B will submit 1099 Information Returns as required by law.
23. I agree to a background/credit check.
24. I agree to remit payment on any non-active chargebacks on demand and pay reasonable attorney fees which Kaeser & Blair may incur in collections. All past due sums shall bear interest from the 30th day after invoice date until paid at a rate of 18% per annum.