



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



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



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



[www.gaggia-usa.com](http://www.gaggia-usa.com)

2200 Brighton Henrietta Town Line Rd, Rochester, NY 14623 Phone: 888.389.4123 / Fax: 585.292.5826

## COMPLETE FOR PRIORITY ORDER PROCESSING FAX TO 585-292-5826

### RETAILERS INFORMATION FORM

Page 1 of 2

Company Name

Federal ID Number:

ATTACH COPY OF RESALE CERTIFICATE

Billing Address:

Shipping Address:

Phone Number:

Fax Number:

Is Your Company:  
(Please Circle All that Apply)

Brick &  
Mortar

Internet  
Website

Catalog

E-Bay  
Store

Other:

NOTE: SALES OF OUR PRODUCTS ARE NOT ALLOWED ON E-BAY UNLESS APPROVED IN ADVANCE

Web Site:

Brief Description of Your Business: (Ex: Small Kitchen Store with XX number of employees.)

Hours of Operation:

Years in Business:

Contact Name:

Phone Number:

Fax Number:

Email:

Buyers Name:

Phone Number:

Fax Number:

E-mail:

Accounts Payable Name:

Phone Number:

Fax Number:

E-mail:





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Do You Plan to: (Please Circle)      Stock Product?      Drop Ship?

Form of Payment: (Please Circle)      Credit Card?      Wire Transfer?      Terms? \*

\* Note: When applying for terms, a minimum of three (3) credit references need to be provided along with the signed Credit Application.

Credit terms are extended on a conditional basis. Importika retains the right to revoke credit terms at any time at the company's sole discretion and if they are not fully adhered to.

If credit terms are granted, Importika requires a credit card on file to secure the account. In the event that the retailer falls behind on payments, does not make contact with Importika or does not fully adhere to our terms and conditions, Retailer authorizes Importika to charge the full account balance to the credit card provided to us by the retailer. Any disputes between Importika and the Retailer will follow New York State law.

**Personal Guarantee:** It is fully understood and agreed upon that upon approval of the Importika Credit Application, reapplication and in consideration of credit being extended, the signing Principal(s) will unconditionally, individually, and jointly and severally guarantee full payment of the purchase price of goods and merchandise so delivered.

Please Indicate Products that you are interested in:		Est. Annual Sales	
Gaggia :	#1 Espresso Machines in Italy	_____	_____
Teaposity :	Handcrafted Blossoming Teas and Glassware from China Brew premium quality espresso anytime, anywhere.	_____	_____
Handpresso:	Made to work with E.S.E. (Easy Serve Espresso) Pods	_____	_____
Gaggia Coffee :	Imported Coffee in Italy – New to the United States!	_____	_____
Lavazza :	#1 Coffee in Italy	_____	_____

Return Policy:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Importika Website Content:

Importika will gladly assist your company by providing images and general product descriptions, if requested. Copying any content from Importika's website is strictly forbidden. Please contact Importika if assistance is needed.

I have read and agree to the above terms and conditions and confirm that the above information is true.

Physical Signature Required : \_\_\_\_\_ Date: \_\_\_\_\_

Please e-mail completed form to: [orders@importika.com](mailto:orders@importika.com) or Fax it to 585-292-5826  
Thank You.





## Gaggia Retailers Agreement

Brick and Mortar/Internet Retailer **Business Name:** \_\_\_\_\_  
*(Please Complete Business Name & Contact)* **Contact Name:** \_\_\_\_\_

**Please Indicate if you are: Brick and Mortar / Internet / Both**

- 1.1. Purchase all Gaggia products through Importika.
- 1.2. Brick and Mortar Retailer must be approved to resell Gaggia product line over the Internet.
- 1.3. Sale of New Gaggia products over online auction sites (EBay) are prohibited.
- 1.4. Product prices shall be in accordance with MAP and shall be adjusted only with prior approval by Importika.
- 1.5. Retailer shall not resell Gaggia products to other retailers or Internet retailers without written permission by Importika.
- 1.6. Gaggia products shall not be sold or offered to customers in combination with any other products or free merchandise without permission by Importika.
- 1.7. Internet Retailer will display authorized Gaggia Retailer image on web pages displaying Gaggia products. Said image will be a hyperlink to a page that indicates current authorization status.
- 1.8. Retailer shall do everything possible and reasonable, before referring a customer to Importika with problems relating to usage, maintenance and general questions about Gaggia equipment.
- 1.9. Retailer will only sell within the United States. Selling to military addresses is approved for locations with appropriate voltage.
2. Retailer represents and warrants that the following is true and accurate and agrees to comply with the Importika policies as follows:
  - 2.1. The Retailer shall not intentionally mislead customers as to the usability or suitability of Gaggia products for commercial usage.
  - 2.2. The Retailer is a legal entity and in good standing in the state and jurisdiction in which it conducts business. Is not currently or has been subject to any sanctions, claims or law suites based on allegations of fraud or violations of any state or federal consumer protection laws.
3. Termination
  - 3.1 Importika reserves the right, in its sole discretion, to terminate any or all relations with Retailer if they fail to comply with any of the policies and procedures.
  - 3.2 Retailer shall reimburse all costs, attorney fees and any other expenses Importika incurs in pursuing any legal action or to otherwise enforce the policies and procedures.



Distributors of

**GAGGIA**  
[www.importika.com](http://www.importika.com)

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#### 4. Additional Terms and Conditions

- 4.1 Payment Terms: Importika will deem credit worthiness at its sole discretion and is not obligated to offer any payment plans. Retailer may apply for credit terms with standard banking and trade references, as required.

Credit terms are extended on a conditional basis. Importika retains the right to revoke credit terms at any time at the company's sole discretion and if they are not fully adhered to.

If credit terms are granted, Importika requires a credit card on file to secure the account. In the event that the retailer falls behind on payments, does not make contact with Importika or does not fully adhere to our terms and conditions, Retailer authorizes Importika to charge the full account balance to the credit card provided to us by the retailer. Any disputes between Importika and the Retailer will follow New York State law.

All first orders must be charged to the credit card that will secure the account in lieu of a personal guarantee of payment. Any accounts that do not provide a credit card to secure the accounts credit will be personally guaranteed.

Personal Guarantee: It is fully understood and agreed upon that upon approval of the Importika Credit Application, reapplication and in consideration of credit being extended, the signing Principal(s) will unconditionally, individually, and jointly and severally guarantee full payment of the purchase price of goods and merchandise so delivered.

- 4.2 Price lists are good at time of issuance and can be superseded without notice.
- 4.3 Orders: All orders submitted to Importika for processing must be in writing, either by e-mail to [orders@importika.com](mailto:orders@importika.com) or by fax (585) 292-5826. Importika reserves the right to reject an order for any reason.
- 4.4 Freight: Shipments are made FOB Importika Rochester, NY warehouse. Title to goods passes to purchaser upon delivery to a common carrier at time of shipment. Responsibility for loss or damage in transit rests with the purchaser. Shortages and errors in shipment MUST be reported within 5 business days of receipt. Visible shortages and damages should be noted on the shipper's Bill of Lading when the Retailer accepts the order. Buyer is responsible for placing damage claim with Carrier.
- 4.5 Drop ship: Buyer will be invoiced for and not limited to \$15 process fee and freight. Drop shipments generally are filled within 1 business day unless otherwise specified and is not guaranteed. Retailer will be notified in the event Importika is unable to fulfill the order within 2 business days. Refusal of any shipment will result in all cost being incurred by retailer along with restocking fee and shipping costs.
- 4.6 Returns: Importika will not accept any merchandise returns without prior written authorization. Unauthorized returns will be refused. All authorized returns will be assessed a 20% handling and restocking charge. Authorized returns will include only new, unopened stock. Damage incurred from shipping will be the responsibility of the Retailer.
- 4.7 Warranty: Importika warrants that the goods be free from defects in material and workmanship for twelve (12) months from Retail Customer's purchase date. Proof of purchase is required for all warranty repairs. Warranty applies as follows:

Warranty covers parts and labor. Customer is responsible for all shipping costs related to the machine repair, including shipping to Importika or Authorized Service Center; and return shipping to customer once the repair has been completed. Warranties do not extend to accessory parts or normal wear parts such as gaskets, portafilter handles, baskets, pannarello wands etc.

We do reserve the right for product changes caused by manufacturer updates. Unless differently specified, Importika makes no other warranty of any kind expressed or implied, as to the fitness of any product for any particular purpose. Importika shall not be liable for any loss or damage, directly or indirectly arising from the use of such products or for consequential damages. Importika warranty is limited to products purchased in and for use



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in the USA and only through Importika authorized retailers. Unless otherwise stated all Gaggia products are not warranted for any commercial application or usage. The warranty is extended to the original purchaser only and is not transferable.

4.7.1 Warranty/Repair: Importika maintains an authorized service center for repairs within or after the warranty period. The dealer should refer the consumer to the Importika toll-free number, 888-389-4123 for technical support, warranty work or repair work. Warranty for products, which do not carry proper consumer identification, cannot be accepted without prior written authorization by Importika. No credit or warranty repair will be given on demonstration items. Authorized returns must be shipped prepaid. Customer is responsible for all shipping costs related to the machine repair, including return shipping from Importika or an Authorized Service Center.

4.7.2 The warranty card or other proof of purchase from an Authorized Gaggia Retailer (by Importika). The warranty commencement date will be the earliest of any proof submitted.

4.7.3 During term of warranty Importika will have the option of repairing the product or replacing it with a similar or refurbished product.

4.7.4 Product warranty will be void if any of the following has occurred:

4.7.4.1 Damage due neglect, abuse, improper voltage, accident, or failure to properly clean and maintain product as set forth in product manual. Also included are unauthorized repairs, disassembly or modification of any Gaggia product.

4.7.4.2 Commercial use where not implicitly authorized.

4.7.4.3 Damage due to cleaners, de-scalers, use of vinegar or other aggressive cleaning agents.

4.7.4.4 Exposure to freezing temperatures with water or other liquids still in product.

4.7.4.5 Use of flavored coffees with grinders, instant coffee products or any other product except unflavored, enhanced or altered in anyway ground coffee with Super Automatic bypass dosers.

4.8 Defectives: All consumer defects must be reported within 5 business days of purchase and will be replaced at no charge to the consumer. The dealer should refer the consumer to the Importika Service Center, 888-389-4123. Importika will then determine the nature of the defect and issue a return authorization as seen fit. Product will be repaired or replaced per Importika Service Center at no cost to consumer. Product returned under Importika authorization that are determined to be non-defective will be subject to a 20% restocking fee. Product must be returned with all parts (including defective or damaged), or be charged a 20% restocking fee and the cost of missing parts.

4.8.1 Electronic Ship Labels will be issued for defective products for delivery to Importika Service Center. Electronic Ship Labels will only be issued to locations within the 48 contiguous states. Product returns in Hawaii and Alaska are the responsibility of the Retailer unless otherwise agreed. If Electronic Ship Labels expire then the Retailer's Customer will be responsible for delivery to authorized repair center. Products returned with Electronic Ship Label will be repaired or replaced.

I have read and agree to the above terms and conditions of the retailer's agreement.

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