



CONKLIN[®]

Hardworking Products
Made in America

Price List — Roofing Systems

Important note: Prices are subject to change.
It is recommended to check Conklin Central (www.conklin.com)
regularly for the most current Conklin Price List.



PLACING AN ORDER IS EASY!

Four Ordering Options

1. Use our Auto Order program, which ensures you that your favorite products will be delivered to your door every month. Set up your Auto Order easily and change it whenever you choose. To start or to update your Auto Order, search in Find Answers, our knowledge database for instructions.
2. Call our Sales Center toll free at (800) 756-2475.
3. Fax your completed order form to (952) 496-4205.
4. Mail your order to 551 Valley Park Drive, Shakopee, MN 55379.

Please call Distribution at 877-201-4720 if you have additional questions.

Freight Program – See last page for a complete description of the Conklin Freight Program.

FREQUENTLY CALLED NUMBERS

We look forward to serving you soon. Our Sales Center staff is available from 7 a.m. to 5 p.m. CT. To reach Corporate staff in other departments, please dial our main reception desk at (952) 496-4230 from 8 a.m. to 4:30 p.m. CT.

Distributor Support Services

Management Plan, Agreements,
Marketing Plan
Phone (952) 496-4242
Fax (952) 496-4280

Conference Calls

Schedule on www.conklin.com
Phone (862) 777-9700
Passcode 93599359#

Conklin Main Receptionist

Phone (800) 888-8838
(952) 445-6010

Distribution Center

Toll Free Phone (877) 201-4720
Phone (952) 496-4230

Finance Department

Credit
Phone (952) 496-4221
Fax (952) 224-5103

Sales Tax

Phone (952) 496-4218
Fax (952) 224-5119

Frequently Asked Questions (FAQ)

www.conklin.com

Meetings & Incentives

Phone (952) 496-4253
(952) 496-4286
Fax (952) 224-5105

Online registration

www.conklin.com

Ordering

Sales Center (952) 496-4200
Bulk Fertilizer Order (800) 444-7483
Fax (952) 496-4205

Warranty Program

Phone (952) 496-4218

Mailing Addresses

Kansas City, MO Offices
3951 N Kimball Drive
Kansas City, MO 64161

Shakopee, MN Offices
551 Valley Park Drive
Shakopee, MN 55379

Payment Instructions

Electronic Transfer

First National Bank of Omaha
1620 Dodge St.
Omaha, NE 68197
Acct. 110473394
Routing 104000016

Pay by Mail

Finance Department
Conklin Company
3951 N Kimball Dr.
Kansas City, MO 64161

Conklin Company, Inc.

Conklin Price List

Effective Wednesday, April 1, 2026

ROOFING SYSTEMS DIVISION

Product #	Product Size	Approximate Shipping Weight	Commercial Purchaser Price	Suggested Retail Price
CONKLIN ROOFING SYSTEMS				
ACCLAIM - Pond-B-Gone - Self-Leveling Urethane †				
58100	2 gallon kit	21 lbs.	386.10	722.00
ACCLAIM - FSG KIT †				
58305	4 pack	25 lbs.	440.00	823.00
AFFINITY Aliphatic Urethane Roof Coating System †				
58142	Affinity Top Coat (White) 4 gallons (in four 1 gal pails)	46 lbs.	770.00	1,440.00
58244	Affinity Top Coat (White) 5 gallons	53.5 lbs	932.60	1,744.00
AFFINITY Aliphatic Urethane Roof Coating System †				
58464	Affinity Base Coat (Gray) 4 gallons (in four 1 gal pails)	46 lbs.	770.00	1,440.00
58242	Affinity Base Coat (Gray) 5 gallons	53.5 lbs	932.60	1,744.00
AFFINITY Clear Skylight and Masonry Coating †				
58362	4 gallons (in four 1 gallon pails)	46 lbs.	770.00	1,440.00
58149	5 gallons	45 lbs.	932.60	1,744.00
AFFINITY Flush †				
58460	5 gallons	45 lbs.	126.00	237.00
AFFINITY Primer (for EPDM and TPO ONLY!) †				
58462	4 gallons (in four 1 gallon pails)	46 lbs.	742.00	1,388.00
58157	5 gallons	45 lbs.	907.50	1,697.00
AFFINITY Safety Yellow Granules (Walkway Kit) †				
58153	5 gallon pail	60 lbs.	534.60	999.70
BENCHMARK Base Coat – Acrylic Elastomeric Coating †				
36897	5 gallons	53 lbs.	334.00	624.00
36905	55 gallons	610 lbs.	3,321.00	6,210.00
37416	220 gallon mini-bulk *requires accessories*	2,405 lbs.	12,777.00	23,894.00
BENCHMARK Top Coat – Acrylic Elastomeric Coating †				
36913	5 gallons	57 lbs.	366.47	685.29
36921	55 gallons	645 lbs.	3,640.45	6,807.64
37424	220 gallon mini-bulk *requires accessories*	2,555 lbs.	14,080.66	26,330.83
FLEXION 2.0 - 60 mil NEW!!				
58478	FLEXION 2.0 Full Roll (78" x 100')	280 lbs.	1,375.00	2,571.25
58480	FLEXION 2.0 Half Width Roll (39"x100')	140 lbs.	687.50	1,285.63
58482	FLEXION 2.0 Unsupported Roll (24" x 60')	49 lbs.	429.00	802.40
FLEXION 2.0 COMPONENTS				
58484	FLEXION 2.0 Fastener Cover (T patch) (100/bag)	4.3 lbs.	346.60	648.15
58486	FLEXION 2.0 Small Boot w/Clamp C Cone up to 4in split (10/cs)	10 lbs.	580.25	1,085.00
58488	FLEXION 2.0 Large Boot w/ Clamp D Cone up to 7in split (10/cs)	11 lbs.	712.65	1,332.65
58490	FLEXION 2.0 Inside Corner (10/cs)	3 lbs.	184.90	345.80
58492	FLEXION 2.0 Outside Corner (10/cs)	4 lbs	201.25	376.35
58152	FLEXION Walk Pad Roll(35"x60')(100 mil/Yellow)	76.9 lbs.	1,040.45	1,945.65
57081	5 gallon FLEXION 2.0 Bonding Adhesive †	39 lbs.	264.00	494.00
57231	Single-Ply Slip Sheet (4' x 250')	85 lbs.	381.15	712.85
601096	1" SS Hex Head White Screws 200/cs.	2 lbs.	55.05	102.95
58330	Fasteners 1-1/2" (1,000/pail)	14.2 lbs.	124.00	233.00
58333	Fasteners 2" (1,000/pail)	16.8 lbs.	133.00	250.00
58337	Fasteners 3" (1,000/pail)	25 lbs.	189.00	354.00
58340	Fasteners 4" (1,000/pail)	31.8 lbs.	272.00	509.00
58342	Fasteners 5" (1,000/pail)	32.40 lbs.	359.00	671.00
58345	Fasteners 6" (1,000/pail)	37.9 lbs.	502.00	938.00
58349	Fasteners 7" (500/pail)	26.9 lbs.	302.00	564.00
54420	Fasteners 8" (500/pail)	31 lbs.	341.00	638.00
58351	Fasteners 9" (250/pail)	18.3 lbs.	262.00	490.00
58354	Fasteners 10" (250/pail)	22.8 lbs.	295.00	552.00
58356	Fasteners 11" (250/pail)	21.9 lbs.	412.00	770.00
58358	Fasteners 12" (250/pail)	23.7 lbs.	436.00	816.00
54312	Plates 2" (1,000/pail)	27.6 lbs.	292.00	545.00
54320	Plates 3" (1,000/pail)	34 lbs.	300.00	562.00
58468	Plates 2.4" Barbed (1,000/pail)	52 lbs.	493.00	922.00
54577	Aluminum Termination Bar 10ft (50ea)	65 lbs.	672.00	1,257.00

Conklin Company, Inc.

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Effective Wednesday, April 1, 2026

ROOFING SYSTEMS DIVISION

Product #	Product Size	Approximate Shipping Weight	Commercial Purchaser Price	Suggested Retail Price
OUTPOST (TPO)- 60 mil				
58161	OUTPOST Full Roll (78" x 100')	198 lbs.	883.30	1,651.80
58163	OUTPOST Half Roll (39" x 100')	99 lbs.	456.80	854.25
58165	OUTPOST Unsupported Roll (24" x 60')	22 lbs.	393.60	736.00
OUTPOST (TPO) ACCESSORIES				
58230	OUTPOST Inside Corners (10/cs)	1 lb.	166.00	310.45
58234	OUTPOST Outside Corners(10/cs)	1 lb.	181.50	339.50
58184	OUTPOST Small Bootw/ClampCCone4inchSplit(10/cs)	8 lbs.	443.90	830.00
58182	OUTPOST Large Bootw/ClampDCone7inchSplit(10/cs)	9 lbs.	528.75	988.80
58186	OUTPOST Fastener Cover (T Patch) (100/bag)	5.15 lbs.	237.00	443.20
58236	OUTPOST Walkpad Gray 72 mil (35" x 60')	95 lbs.	671.55	1,255.80
OUTPOST (TPO) BONDING ADHESIVE				
58159	5 gallons	45 lbs.	176.00	330.00
SINGLE-PLY SPRAY ADHESIVE and ACCESSORIES				
58517	Flexion 2.0 Spray Bonding adhesive (30 lb canister)	41.95 lbs.	346.50	648.00
58520	Spray adhesive Cleaner (8 lb canister)	13.55 lbs.	137.50	257.00
58523	Wand Gun w/ Tip	2.4 lbs.	159.00	193.00
58526	12 ft Hose	1.95 lbs.	55.00	103.00
INSULATION (BOARDSTOCK) Call for pricing and availability				
56531	1½" x 4' x 8' (32/pk.)			
56580*	4' x 8' flat (thickness other than 1-½")			
56598*	Tapered systems			
CONKLIN ROOFING SYSTEMS				
INSULATION (SPRAY FOAM) † Call for pricing and availability				
56184	Side A	500 lbs.		
57010**	Low Rise Foam Adhesive kit (minimun purchase of 4 kits)	1,100 lbs.		3,700.00
Roofing Foam †				
58264	Side B - C3 (F) Roof (Winter grade)	545 lbs.		
58265	Side B - C3 (R) Roof (Mid grade)	545 lbs.		
UGC Urethane Gun Cleaner				
58473	12 aerosol cans (12 oz.)/cs.	12 lbs.	66.00	124.00
Interior Wall Foam †				
58370	Walltite Max (Winter grade)	545 lbs.		
58371	Walltite Max (Mid grade)	545 lbs.		
KWIK KAULK BRUSH GRADE (BG) CAULK †				
8821	BRONZE 2 gallons	23.7 lbs.	142.65	267.00
5140	WHITE 2 gallons	23.7 lbs	142.65	267.00
KWIK KAULK SEAM GRADE (SG) CAULK - WHITE †				
58132	5 gallons	60.9 lbs	339.96	635.72
58135	55 gallons	717 lbs	3,514.50	6,572.12
KWIK KAULK SEAM GRADE (SG) CAULK - DARK BRONZE †				
58138	5 gallons	60.9 lbs	339.96	635.72
KWIK KAULK – Acrylic Caulking Compound †				
White †				
58320	white - 12 sausage tubes/cs (20 oz.)	25 lbs.	218.90	409.34
White - Fastener Grade †				
37499	5 gallons – fastener grade	60.9 lbs.	324.94	607.64
Dark Bronze †				
58325	dark bronze-12 sausage tubes/cs (20oz)	25 lbs.	218.90	409.34
40022	5 gallons – fastener grade	61.3 lbs.	324.94	607.64
360-S – Urethane Sealant †				
58170	white – 12 tubes/cs. (20 oz tubes)	20 lbs.	372.74	697.01
58175	dark bronze – 12 tubes/cs. (20 oz tubes)	20 lbs.	372.74	697.01

** Non-stock item, allow 4 weeks lead time

* Non-stock item, available by special order (allow 3 weeks minimum)

† Keep from freezing

¤ Store in cool, dry place

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MINI-BULK ACCESSORIES (required)				
54973	2" O.D. male nipple To be used in conjunction with Item 54981	0.35 lbs.	13.20	20.30
54981	2" reusable PVC ball valve To be used in conjunction with Item 54973	2.15 lbs.	48.15	90.00
54999	Liner cutting tool	0.4 lbs.	29.35	45.70
75317	2" plastic faucet for 30 & 55 gal. drums (not for use with Conklin Vehicle Products mini-bulk containers)	.8 lbs.	24.16	29.23
Fabric and Tape – Fabric Reinforcements for Roofing Systems				
56326	SpunFlex Fabric (4" x 300')	1.8 lbs.	63.45	118.70
57825	SpunFlex Fabric (38" x 300')	17.5 lbs	388.05	725.65
54684	SpunFlex Fabric (76" x 300')	33 lbs.	706.10	1,320.50
56334	SpunFlex II (2½" x 300')	2.5 lbs.	71.80	134.30
56342	SpunFlex II (5" x 300')	4.8 lbs.	84.55	158.10
56353	SpunFlex II (12" x 300')	12 lbs.	154.00	289.00
54650	SpunFlex II (38" x 300')	34 lbs	506.00	946.25
54692	SpunFlex II (76" x 300')	69 lbs.	970.00	1,814.00
55178	Butyl Tape (3" x 50') (16/cs.)	34.5 lbs.	555.70	1,039.25
55186	Butyl Tape (6" x 50') (8/cs.)	33.2 lbs.	546.10	1,021.20
PRIME TIME Primer †				
6379	5 gallons	52.5 lbs.	233.42	436.50
6395	55 gallons	605 lbs.	2,368.30	4,428.72
PUMA XL – Extended Life Roofing System †				
57530	5 gallons	57.4 lbs.	390.34	729.93
57535	55 gallons	630 lbs.	3,878.16	7,252.16
57540	220 gallon mini-bulk *requires accessories*	2,470 lbs.	15,000.65	28,051.21
PUMA XL - COLORS				
STANDARD COLORS				
58559	Gray (light) 55 gallons	650 lbs.	3,878.25	7,252.25
58568	Mystic Gray 55 gallons	650 lbs.	3,878.25	7,252.25
57578	Tan 55 gallons	650 lbs.	3,878.25	7,252.25
VIVID COLORS				
58538	Black 55 gallons	650 lbs.	4,423.00	8,270.75
58546	Blue 55 gallons	650 lbs.	4,423.00	8,270.75
58552	Brown 55 gallons	650 lbs.	4,423.00	8,270.75
58563	Green 55 gallons	650 lbs.	4,423.00	8,270.75
58573	Red 55 gallons	650 lbs.	4,423.00	8,270.75
RAPID ROOF III Base Coat – Acrylic Elastomeric Coating †				
37242	5 gallons	57 lbs.	311.69	582.85
37259	55 gallons	655 lbs.	3,125.32	5,844.35
37390	220 gallon mini-bulk *requires accessories*	2,595 lbs.	11,961.13	22,367.30
RAPID ROOF III Top Coat – White – Acrylic Elastomeric Coating †				
37275	5 gallons	57.2 lbs.	320.65	599.62
37283	55 gallons	650 lbs.	3,274.10	6,122.56
37408	220 gallon mini-bulk *requires accessories*	2,580 lbs.	12,562.00	23,490.94

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Product #	Product Size	Approximate Shipping Weight	Commercial Purchaser Price	Suggested Retail Price
RAPID ROOF III Top Coat – COLORS * †				
Blue †				
57903	5 gallons	60 lbs.	433.40	810.46
Brown †				
57914	5 gallons	60 lbs.	433.40	810.46
Gray †				
37879	5 gallons	60 lbs.	433.40	810.46
Mystic Gray †				
57862	5 gallons	60 lbs.	433.40	810.46
Barn Red †				
57873	5 gallons	60 lbs.	433.40	810.46
EQUINOX Base Coat - Low Temperature Acrylic Elastomeric Coating †				
57380	5 gallons	63.2 lbs.	376.86	704.73
57383	55 gallons	728 lbs.	3,765.96	7,042.35
ROOFING SYSTEM APPLICATORS				
79116	1-3/4" Silicone Seam Roller	.56 lbs.	22.00	33.90
79348	Foam Depth Gauge	0.1 lbs.	22.50	35.00
71985	Wet Film Coatings Thickness Gauge	0.2 lbs.	6.00	10.00
79120	Hot Air Welding Kit (Steinel Hawk)	8 lbs.	655.74	793.44
RUST OFF – Rust and Oxide Remover †				
2560	6 quart/cs	16.7 lbs.	71.06	132.88
TACK COAT PRIMER (Gray) †				
40101	5 gallons	47.4 lbs.	329.62	616.38
40113	55 gallons	560 lbs.	3,293.29	6,158.45
MRC (MEMBRANE REPAIR CLEANER) NEW PRODUCT!!				
58515	12 aerosol (14.5 oz.)/cs.	12 lbs.	66.00	124.00
WAC II – Weathered Acrylic Roof Cleaner †				
40121	5 gallons (in two 2½ gallon containers)	46.8 lbs.	137.01	256.20
40125	55 gallons	530 lbs.	1,232.33	2,304.46
WAUSH AWAY ROOFING CLEANER/DEGREASER NEW PRODUCT!!				
41872	32 oz spray bottle (6/cs)	14.5 lbs	66.00	123.50
WAUSH OFF - General Purpose Roof Cleaner †				
58312	5 gallons (in two 2½ gallon containers)	46.8 lbs.	165.00	310.00
58314	55 gallons	530 lbs.	1,595.00	2,985.00
WALKWAY PADS				
56267	Spaghetti roll – yellow (3'x25')	52 lbs.	347.27	649.40
56275	Spaghetti roll – gray (3'x25')	52 lbs.	347.27	649.40
CONKLIN ENCASE METAL PRIMER - MEDIUM GRAY †				
58154	5 gallons	53 lbs.	465.52	870.52
58156	55 gallons	614 lbs.	4,653.11	8,701.32

** Non-stock item, allow 4 weeks lead time

* Non-stock item, available by special order (allow 3 weeks minimum)

† Keep from freezing

‡ Store in cool, dry place

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Product #	Product Size	Approximate Shipping Weight	Commercial Purchaser Price	Suggested Retail Price
PRODUCT SAMPLES				
78637	360-S Urethane Sealant Sample	0.35 lbs.	8.25	-
79352	Affinity Clear Skylight & Masonry Coating Sample	0.50 lbs.	11.00	-
79382	Affinity Membrane Coating Sample Twin Pack(TPO/PVC)	1.0 lbs.	27.50	-
79396	FLEXION 2.0 Sample	0.50 lbs.	8.25	-
78968	Membrane Coating System Sample	0.06 lbs.	8.25	-
78419	MR System w/SpunFlex Sample	2 lbs.	44.00	-
79323	OUTPOST (TPO) Sample	0.50 lbs.	8.25	-
79399	PUMA XL Color Card Pack	0.50 lbs.	13.20	-
79340	PUMA XL Spray Polyurethane Foam Sample	0.50 lbs.	11.00	-
79335	PUMA XL Fabric Reinforced Sample	0.50 lbs.	8.25	-
79343	PUMA XL Fabric Reinforced Sample BeatBoard	1.0 lbs.	22.00	-
LITERATURE				
79320	Roofing Systems 40 Year Mini-Magazine (10)	1 lbs.	6.05	-
78319	Roofing Systems Product Catalog (10)	0.96 lbs.	11.95	-
79385	Affinity and Acclaim Brochure (10)	0.5 lbs.	8.80	-
78844	Cool Roofing Systems Sell Sheet (10)	0.25 lbs.	4.68	-
78498	Spray Foam Systems Brochure (10)	0.4 lbs.	4.68	-
78221	Metal Roof Systems Brochure (10)	0.4 lbs.	4.68	-
78584	Fabric-Reinforced Systems Brochure (10)	0.5 lbs.	4.68	-
79345	Roofing Systems Pocket Resource Guide	1 lbs.	4.40	-
77651	Roofing Systems Presentation Folder (10)	0.93 lbs.	9.30	-
79206	Roofing Systems Project File Folder (10)	2 lbs.	10.75	-
76513	Single-Ply Systems Brochure (10)	0.52 lbs.	4.68	-
79257	Membrane Coating Systems Brochure (10)	1 lbs.	4.68	-

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Conklin Price List

Effective Wednesday, April 1, 2026

IBO BUSINESS BUILDING TOOLS

Product #	Product Size	Approximate Shipping Weight	Commercial Purchaser Price	Suggested Retail Price
BUSINESS BUILDING TOOLS				
78463	<i>Build a Better Life</i> magazine	0.71 lbs		
	Success Stories from Conklin Contractors	1 lbs.	7.60	-
79246	Dr. Bruce Wilkinson Training DVD		22.00	
	2 DVD set plus audio CD			
78977	Conklin Presentation Folder (10)	1.18 lbs.	10.45	-
70409	Sales Receipt Order Book (25)	0.5 lbs.	4.15	-
BUSINESS TOOLS, WEBSITE, SOFTWARE				
79177	Conklin Business Website ONLY		-	-
78976	VoiceLink Telephone Network		11.95	-
CATALOGS, PRICE LISTS				
78486	AgroVantage Catalog (10)	0.95 lbs.	7.60	-
78798	Conklin Price List-all products (8½x11)	0.06 lbs.	1.76	-
79291	Fastrack Product Catalog (10)	1 lbs.	4.68	-
79219	Master Full Line Catalog (single)	0.3 lbs.	3.30	-
79178	Master Full Line Catalog (10)	2.56 lbs.	16.50	-
78277	Professoinal Cleaners Product Guide (10)	0.46 lbs.	6.20	-
78319	Roofing Systems Catalog (10)	0.96 lbs.	11.95	-
78321	Vehicle Products Catalog (10)	.93 lbs.	5.85	-
SIGNS				
79129	Magnetic Sign, 18" X 5"	0.81 lbs.	5.85	-
	"More Than A Business"			
TRAINING MATERIALS				
78959	The Conklin Solution by Dennis Nun	0.62 lbs.	12.55	-
79293	The Conklin Lifestyle by Dennis Nun	0.62 lbs.	16.50	-
79296	The Conklin Lifestyle II by Dennis Nun	0.62 lbs.	16.50	-

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Shipping Guidelines/Freight Program/FAQs

Shipping Guidelines

Current shipping address and phone number are critical for all shipments.

Overview

All UPS orders will ship automatically.

All less-than-truckload (LTL) and full truckload (FTL) orders will be shipped automatically unless the customer requests that the order be shipped at a later date, is part of a consolidated shipment, or the order contains bulk fertilizer.

1. The Conklin Distributor will place an order with a Customer Service Representative. If the order is over 150 pounds, and/or contains hazardous or oversized product, the shipment will ship with a less-than-truckload (LTL) or full truckload (FTL) carrier dependent on weight (please see weight limitations below for further information).
2. Upon order placement the Conklin Distributor will be required to provide the following information: contact name, name of the business if it is a non-residential shipment, valid shipping address, and a valid phone number.
3. The Conklin Distributor will receive a text, e-mail, and/or a phone call from Conklin when an LTL or FTL shipment is leaving the Conklin warehouse with tracking information.

The order recipient must arrange the means to unload product via pallet jack, forklift, and personnel. **Drivers will not assist in unloading the shipment.** It is the Distributor's/receiver's responsibility to ensure the delivery address and physical location is acceptable to the driver (grade, driveway angle, posted vehicle restrictions). If these accommodations cannot be met, the driver has the right to refuse delivery at the Distributor's expense.

If the Conklin Distributor requires special equipment to unload such as a pallet jack or lift-gate they must request this at the time of order entry.

Please Note: Special equipment WILL NOT be provided for full truckload (FTL) shipments.

Weight Limitations/Space Limitations

The maximum weight a less-than-truckload (LTL) carrier can haul is between 17,000 and 19,000 lbs. Any order placed with a weight over 17,000 lbs. will require a rate quote, which will be provided by our Distribution Department.

The maximum weight we can load onto a dry van or heated trailer is 40,000 lbs.

A maximum of 24 standard size pallets (40 x 48) will fit onto a dry van trailer.

- Four (4) 55-gallon drums = One (1) pallet spot
- One (1) tote = One (1) pallet spot
- Mixed product will be combined onto a standard pallet (40 x 48)

The following oversize product less than 125 lbs. or hazmat products will need to ship via a less-than-truckload carrier (LTL):

- Flexion®
- SpunFlex™
- Hazmat Flexion Adhesive
- Hazmat Affinity® (all sizes)
- Single-Ply Slip Sheet
- Boardstock
- Rhino®/Rite-On® (120 lb.)
- Hazmat Kombind® (5 gallon unit)
- OUTPOST®

Any additional order(s) exceeding the weight or space limitations will be shipped at the Distributor's expense.

Bulk Fertilizer Shipments

Please refer to the current Feast® Fertilizer Program for shipping requirements

Special Order Product

Any product labeled with an asterisk (*) in the Conklin Pricer indicates that the product is a special order and may not be available to ship for up to three (3) weeks from the date ordered. Distribution will contact the Conklin Distributor when the special order product is being shipped.

Summer Cold-Pack Items

To minimize heat exposure, the following items are shipped with cold packs, Monday through Wednesday, from April 1 through September 30. **Please note:** Conklin does not guarantee viability of temperature sensitive products for non-expedited shipping.

Affected Products:

- Fastrack® Ruminant Microbial Gel Ultra
- Fastrack® Canine Gel Ultra
- Fastrack® Jump-Start™ Gel Ultra
- Fastrack® Non-Ruminant Gel Ultra
- Fastrack® Equine Gel Ultra
- Feedstore® Live Hay Inoculant
- Feedstore® Generation II Live Silage Inoculant
- Probiotic Support™, also included in: His Essential Pack®, Her Essential Pack®, Essential Nutrition Auto-Order, and LIFETRACK® Digestive Twin-Pack

Shipping Timeline

Conklin works to ship all UPS orders, less-than-truckload (LTL) orders and full truckload (FTL) orders within 72 business hours from the date of release. *Please note the current Roofing Products lead-times with Customer Service.*

Transit Change or Re-routed Shipment

If a truck is re-routed to an alternate destination after shipping from Conklin, **the Distributor will be responsible for any additional charges.** These may include but are not limited to detainment/storage, drop fees, additional mileage charge, redelivery, or re-consignment. **Current shipping address and phone number are critical.**

Conklin Hazmat Items

- Flexion® Adhesive
- Kombind® (5-gallon unit)
- Affinity™ (all sizes)

Additional Services (must be requested during order placement)

- Pallet Jack (Less-than-truckload only, **not available** on full truckloads) Free
- Lift Gate (Less-than-truckload only, **not available** on full truckloads) \$150
- Hazmat (total product hazmat weight over 800 lbs.) \$200

If delivery of a shipment is attempted and requires special equipment for unloading and the equipment is not available at the time of immediate delivery, the **Distributor will be responsible for the re-delivery fee as well as the fee for the required equipment.**

Pallet Jack Purchasing Program

- For your convenience, Distributors can purchase a pallet jack with an order.
- Pallet jack \$425.00 + tax and shipping when applicable.
- Pallet jack features: 5,500 lb. capacity, reinforced frame, individual weight 165 lbs., 48" x 27" forks, 7.6' max raised height, 7" polyurethane steering wheels, and 8" fork wheels.

Distributors can only order at the time of order placement or during spring shipment release.

Freight Program

The Conklin Freight Program applies to all non-bulk packaged products, with the exception of boardstock and Trufast® products. This is a domestic program offering freight transportation to destinations in the **48 U.S. contiguous states**.

Single Order/Less-than-Truckload (LTL) Shipments

Single orders shipping to one destination with an product value of \$35,000 qualify for “free freight.”

Freight charges for a single shipment with a product value less than \$35,000 will be collected at the time the order is placed.

Once a truck has reached a maximum capacity of 40,000 pounds (full truckload), the remaining product will ship at the Conklin Distributor’s expense.

Single order shipments containing “special order” products, or products that are freezable during winter months, will be held until Conklin is able to ship the order complete. Should a Distributor choose to ship special order product/freezable items separate from all other products, the Distributor will be responsible for any additional freight charge(s).

***Order Value** = Price after all applicable discounts, excluding tax and freight

Consolidated Shipments

Consolidated shipments consist of multiple Distributor orders tied together via a Consolidated Truck Owner (CTO) Code. This allows the CTO to ship the multiple orders together to one destination. Please note: the entire consolidated order will be picked as one order. **It is the CTO’s responsibility to separate the load into separate orders and charge the individual Distributors shipping.**

Conklin requires a minimum product value of \$750 for a single order to be added to a Consolidated Shipment. No exceptions.

Freight charges for Consolidated Shipments will be applied based on the weight of the total shipment.

For (LTL) shipments, when the consolidated load ships, the Distribution Department determines shipping charges and provides Customer Service with the charge made to the CTO.

Each **Consolidated Shipment** will deliver to one and only one address.

Consolidated Shipments containing “special order” items, or products that are freezable during winter months, will be held until Conklin is able to ship the **Consolidated Shipment** complete. Should a Distributor choose to ship special order items / freezable items separate from all other products on the **Consolidated Shipment**, the Distributor will be responsible for any additional freight charge(s).

If the **Consolidated Shipment** qualifies for the Consolidated Freight Program under either the \$60,000 or \$30,000 bracket and is over 17,000 pounds a Customer Service Representative will call the CTO with the quoted freight amount.

Consolidated Shipments will not ship until payment for freight charges has been collected.

Consolidate Freight Program Qualifications:

Total Order Value	Freight Charge paid by Distributor	Freight Charge paid by Conklin
\$60,000	25% of total freight charge	75% of total freight charge
\$30,000	75% of total freight charge	25% of total freight charge

Please refer to the questions and answers section for more information.

Conklin Company Warehouse

4551 12th Ave.
Shakopee, MN 55379

Conklin Company

551 Valley Park Dr.
Shakopee, MN 55379

Conklin Customer Will-Call Policy

Updated June 3, 2022

Updated June 3, 2022, for Conklin Company customer pickup/will-call:

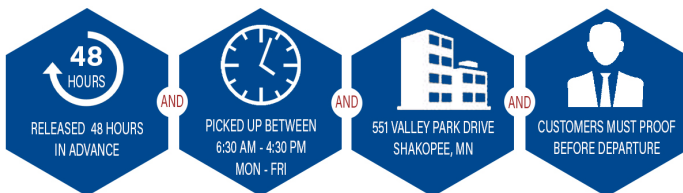
1. ALL Customer Pickups (including CASES, PALLETS, TOTES & DRUMS: WITHOUT a Dock-Height Truck or Trailer are NOT available at this time.

2. All Customer Pickups WITH a Dock-Height Truck: (48" or more)



- a. Order(s) must be released in advance; customers will be notified when order is ready for pickup.
- b. Order(s) will be available for pickup at 4551 12th Ave.
- c. Order(s) must be picked up between 7am and 11am Monday through Friday. There are no restrictions on quantity of product being picked up if picking up with a dock-height truck and with advance notification of Will-Call. (DOT load limitations will apply.)
- d. Orders must be picked up on the scheduled day.

3. Bulk Fertilizer/Bulk Product



- a. Order(s) must be released 48 hours in advance.
- b. Orders will be available for pickup at 551 Valley Park Dr.
- c. Order(s) must be picked up between 6:30am to 4:30pm Monday through Friday.
- d. Customers must proof paperwork before departure from the facility to ensure they received what was ordered.

Conklin Warehouse
4551 12th Ave.,
Shakopee, MN 55379

Conklin Company
551 Valley Park Dr.,
Shakopee, MN 55379

Customer Service Department Phone Number: (800) 756-2475

Product Order Form



Phone in this order to Conklin at (800) 756-2475 to have TAXES calculated.

Fax: (952) 496-4205 or email: orders@conklin.com

Order placed for (Name) _____ Conklin Account Number ___ - ___ - ___ - ___

Order paid by (Name) _____ Conklin Account Number ___ - ___ - ___ - ___

Order placed by Manager (Name) _____ Conklin Account Number ___ - ___ - ___ - ___

Ship to (No P.O. boxes allowed)

Name _____

Address _____

City _____ State _____ Zip _____

-OR-

Pickup Point/Distribution Code _____ **Dock Pickup at Conklin MN/SP Facility**

Product Number	Item Description (Name & Size Information)	Price	Quantity	Total

Order Notes (Special Program or Shipping Instructions [ie., winter storage])	Subtotal	
	Shipping	
	Tax Exempt Form on File	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Taxes	
	Order Total	

Method of Payment Check ACH ACH PIN # _____ Money Order

Credit Card Visa MC Discover American Express JDF/Farm Plan JDF/Farm Plan Special Terms*

Credit Card (Last Four Digits Only) _____ Expiration Date (M/Y) ____ / ____ JDF/Farm Plan # _____

Send check or money order to Conklin Company Sales Center, 3951 NE Kimball Drive, Kansas City, MO 64161

This is not a payment authorization form. Authorization must be on file prior to order entry if the Conklin Account Number paying does not sign below. If a card is not on file, please contact the sales center.

*JDF/Farm Plan is accepted only for purchase of agriculture products and vehicle products used in farming operations.

Paid by Name (as it appears on method of payment). Please print. _____ Paid by Signature _____ Date _____

Commercial Purchaser & Reseller Agreement



Legal Name of Business			
Federal Tax ID# (Social Security # Not Accepted)			
State of Incorporation, <i>If Applicable</i>		Date of Incorporation, <i>If Applicable</i>	
Legal Business Street Address (<i>one address per Agreement</i>)			
City		State	Zip
Business Phone		Cell Phone	
Business E-mail		Website URL	
PERSONS AUTHORIZED TO DIRECT TRANSACTIONS IN THIS ACCOUNT			
Primary Contact Person		E-mail Address	Cell Phone
Secondary Contact Person(s)		E-mail Address	Cell Phone
PAYMENT INFORMATION			
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Discover <input type="checkbox"/> AmEX	<input type="checkbox"/> Check Name on Credit Card (<i>required</i>)		Payor's Conklin # (<i>if not Applicant</i>)
Credit Card or PAC #		Credit Card Code	Exp. Date (<i>Month/Year</i>)
Cardholder Signature			Date of Signature
OFFICE USE ONLY			
ID #		Date	
Tax & Auth			
Manager ID	DBUD	Checked By	Via

Please check box(es) on the next line if a product order or application fee is being sent with this Commercial Purchaser & Reseller Agreement.

<input type="checkbox"/> YES Product order attached	<input type="checkbox"/> YES application fee attached
---	---

By my signature, I verify the above information is correct and that I understand and agree to the terms and conditions on pages one and two of this Commercial Purchaser & Reseller Agreement.

Applicant's Signature (*required*) Date

Referring Independent Distributor's signature is required with Commercial Purchaser Application. Incomplete and illegible forms will be returned to the Sponsor.

Sponsor's Signature Date

Sponsor Last, First Name	Sponsor Conklin ID #
Sponsor E-mail	Sponsor Daytime Phone

Commercial Purchaser & Reseller Agreement

Select Product Line(s) of Interest

- All Product Lines
- Agriculture Products
- Animal Products
- Lawn & Garden Products
- Nutrition Products
- Professional Cleaners
- Roofing Systems
- Vehicle Products

Commercial Purchaser & Reseller Terms and Conditions

- Additional Terms and Conditions are on the second page of this document.
- Commercial Purchasers are welcome to purchase products from all Conklin product lines for use in their business as well as for resale.
- Discounts on volume purchases are available, as well as a training discount after attending product training.
- A Commercial Purchaser account will be activated with an initial paid product order of \$250 or more, OR a \$25 application fee, paid by the sponsoring Conklin Independent Distributor. If no such initial order or fee is received, the Commercial Purchaser application will not be processed. Future membership will require a new application and minimum initial order or sponsor's fee.
- The Commercial Purchaser account will remain active with \$100 total purchases each 12 months rolling. After one (1) year of inactivity, the account will close.
- All training credits will be surrendered in 24 months if unused.

Submitting this Form

Please allow 24 hours for processing of Independent Distributor Applications and orders.

Email to: enroll@conklin.com

Fax to: 952-496-4280

Mail to: Distributor Support Services

Conklin Company Inc.

3951 N Kimball Drive

Kansas City, MO 64161

952-496-4242

COMMERCIAL PURCHASER & RESELLER AGREEMENT

CONKLIN COMPANY, INC., a Minnesota corporation having its corporate offices at 551 Valley Park Drive, Shakopee, MN 55379 ("CONKLIN"), agrees to sell, and [legal name of proposed commercial purchaser's business] _____ ("PURCHASER") having offices at _____

_____ agrees to purchase Conklin products, under the following terms and conditions:

(address, city, state, zip)

Whereas, CONKLIN manufactures and sells several product lines, including crop management products, animal products, roofing systems, coatings and sealants, vehicle maintenance products, lawn and turf products, and consumer products;

Whereas, PURCHASER desires to purchase certain Conklin products for use in its business operations; and/or to sell Conklin products in its retail establishment(s);

Whereas, CONKLIN desires to sell its products to the PURCHASER for use in its business operations; and/or CONKLIN desires to engage the PURCHASER for the purposes of marketing and selling CONKLIN's product line(s) in the United States;

Therefore, in consideration of the following conditions set forth in this Agreement, the parties agree to the following:

1. DEFINITIONS

"Customer" means an end user of a Product.

"Products" means the products in Conklin's then-current Product List. CONKLIN may add to, delete from, or otherwise modify the Products on the Product List at any time. "Territory" means the geographical area as defined by Conklin.

2. PRODUCT TERMS

2.1 ONE COMMERCIAL PURCHASER AGREEMENT PER BUSINESS ADDRESS

This Agreement will be established with a legal business entity only, under that business's Federal Taxpayer Identification Number. Limit of one Commercial Purchaser Agreement per business address and Federal ID Number.

2.2 PRICES

The prices paid by PURCHASER to CONKLIN for products are the then-current Commercial Purchaser prices. CONKLIN shall have the right at any time, to change, alter, or amend product prices UPON NOTICE. Prices are exclusive of all taxes, insurance, shipping and handling charges, which are PURCHASER's sole responsibility.

3. ORDERING AND PAYMENT

3.1 SHIPMENT

Shipment will be F.O.B. CONKLIN, at which time title and risk of loss will pass to PURCHASER. All freight, insurance and other shipping expenses from CONKLIN, as well as any expenses related to PURCHASER's special packing requests, will be borne by PURCHASER unless otherwise agreed to in writing by CONKLIN.

3.2 CREDIT

PURCHASER shall remit payment in full to the Conklin Sales Center with each order unless pre-approved for Conklin's credit program.

4. RESELLER AGREEMENT & OBLIGATIONS

4.1 RESELLER APPOINTMENT

CONKLIN hereby appoints PURCHASER, and PURCHASER accepts such appointment, to act as a non-exclusive Reseller of Conklin Products only to Customers (end users) at the published retail price. PURCHASER acknowledges that the provision in the preceding sentence is critical for CONKLIN to continue providing an opportunity to its Independent Distributors and to otherwise maintain the integrity of their marketing programs, and the sale of products to other Resellers or Resellers' affiliates and discounting below the retail price is strictly prohibited.

PURCHASER understands that this Agreement in no way establishes an employer-employee relationship or agency-representative relationship between CONKLIN and the PURCHASER. As an independent contractor and not an employee of CONKLIN, the PURCHASER is responsible for all self-employment (Social Security), income and other taxes and reports relating to the conduct of PURCHASER'S business.

4.2 MARKET DEVELOPMENT

Purchaser may promote and sell the products within the United States but must adhere to the following restrictions: Purchaser will not distribute to multi-store locations or advertise in mail-order catalogs and dotcom websites. Purchaser agrees to adhere to Conklin pricing guidelines. Purchaser understands that it is not an Independent Distributor of Conklin products, and has no rights in trademarks or tradenames of Conklin in any manner whatsoever unless pre-approved by Conklin. This includes business name, web domain name and e-mail address. Purchaser is not eligible to participate in or receive commissions or other benefits through Conklin's marketing or management plans.

4.3 RESELLER COVENANTS

PURCHASER will: (i) conduct business in a manner that reflects favorably at all times on Products and the good name, goodwill and reputation of CONKLIN; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to CONKLIN or CONKLIN Products; (iii) make no false or misleading representations with regard to CONKLIN or CONKLIN Products; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to CONKLIN or CONKLIN Products; and (v) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of CONKLIN Products that are inconsistent with the literature distributed by CONKLIN.

4.4 USE OF TRADEMARKS AND PROPRIETARY NOTICES

During the term of this Agreement, PURCHASER has limited use of the trademarks, trade names, logos and designations used by CONKLIN for CONKLIN Products solely in connection with PURCHASER's advertisement and promotion of CONKLIN Products.

4.5 CONFIDENTIALITY

PURCHASER acknowledges and agrees that all information concerning CONKLIN (hereinafter known as "Confidential Information") is of great value to CONKLIN. PURCHASER agrees not to disclose any Confidential Information to any person except as expressly authorized by CONKLIN in writing and shall not use Confidential Information for any purpose other than the performance of PURCHASER'S functions and duties as a Conklin PURCHASER.

4.6 PURCHASER understands that it is not eligible to sponsor or participate in Conklin's Compensation Plan until it is approved as a Conklin Independent Distributor.

5. All PURCHASERS are subject to the most current Commercial Purchaser Agreement's terms and conditions, irrespective of their original agreement date or the terms and conditions of that agreement.

6. TERM

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, provided that Conklin may terminate this Agreement immediately upon a breach of this Agreement by PURCHASER. All unfilled orders pending at the time of the date of such notice of termination shall be deemed canceled, and CONKLIN and PURCHASER hereby waive all claims against the other in connection with the cancellation of such orders.

7. WARRANTIES, CLAIMS AND LIMITATIONS OF LIABILITY

The warranty as set forth on the label on each product purchased by the Purchaser is the only warranty provided for the products purchased under this agreement and IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Defective products shall be returned to CONKLIN. Conklin shall have no liability for incidental or consequential damages.

8. INDEMNITIES

PURCHASER agrees to indemnify and hold harmless CONKLIN against and in respect of any damages, including the aggregate amount of any loss, liability, damage, cost or expense (including reasonable attorney fees) sustained by CONKLIN as a result of any breach or default by PURCHASER of any provision of this Agreement required to be performed by PURCHASER or any act, word or conduct of PURCHASER in the operation of PURCHASER'S business not required by or inconsistent with this Agreement. CONKLIN shall have the right to defend any claim with respect to which it may be entitled hereunder to seek indemnity from PURCHASER. The indemnities, assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement.

9. GENERAL

9.1 ASSIGNMENT

PURCHASER may not assign, delegate, or transfer this Agreement or any of its rights or duties hereunder, without the written consent of CONKLIN.

9.2 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Minnesota (other than its conflicts of law principles). The parties hereby consent to the exclusive jurisdiction of and venue in the federal and/or state courts located in Hennepin County, Minnesota.

9.3 SEVERABILITY

If for any reason any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

9.4 ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersede any prior agreements between the parties with respect to such subject matter.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.



Commercial Purchaser & Reseller Agreement



Legal Name of Business		
Federal Tax ID# (Social Security # Not Accepted)		
State of Incorporation, <i>If Applicable</i>		Date of Incorporation, <i>If Applicable</i>
Legal Business Street Address (<i>one address per Agreement</i>)		
City	State	Zip
Business Phone		Cell Phone
Business E-mail		Website URL

Commercial Purchaser & Reseller Agreement

Select Product Line(s) of Interest

- All Product Lines
- Agriculture Products
- Animal Products
- Lawn & Garden Products
- Nutrition Products
- Professional Cleaners
- Roofing Systems
- Vehicle Products

PERSONS AUTHORIZED TO DIRECT TRANSACTIONS IN THIS ACCOUNT

Primary Contact Person	E-mail Address	Cell Phone
Secondary Contact Person(s)	E-mail Address	Cell Phone

PAYMENT INFORMATION

<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Discover <input type="checkbox"/> AmEX <input type="checkbox"/> Check	Name on Credit Card (<i>required</i>)	Payor's Conklin # (<i>if not Applicant</i>)
Credit Card or PAC #	Credit Card Code	Expiration Date (Month/Year)
Cardholder Signature	Date of Signature	

OFFICE USE ONLY

ID #	Date
Tax & Auth	
Manager ID DBUD Checked Via	

Please check box(es) on the next line if a product order or application form is being sent with this Commercial Purchaser & Reseller Agreement.

<input type="checkbox"/> YES Product order attached	<input type="checkbox"/> YES application fee attached
---	---

By my signature, I verify the above information is correct and that I understand and agree to the terms and conditions on pages one and two of this Commercial Purchaser & Reseller Agreement.

Applicant's Signature (*required*) _____ Date _____

Referring Independent Distributor signature is required with Commercial Purchaser Application. Incomplete and illegible forms will be returned to the Sponsor.

Sponsor's Signature _____ Date _____

Sponsor Last, First Name	Sponsor Conklin ID #
Sponsor E-mail	Sponsor Daytime Phone

Commercial Purchaser & Reseller Terms and Conditions

Additional Terms and Conditions are on the second page of this document.

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- Discounts on volume purchases are available, as well as a training discount after attending product training.
- A Commercial Purchaser account will be activated with an initial paid product order of \$250 or more, OR a \$25 application fee, paid by the sponsoring Conklin Independent Distributor. If no such initial order or fee is received, the Commercial Purchaser application will not be processed. Future membership will require a new application and minimum initial order or sponsor's fee.
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(address, city, state, zip)

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3. ORDERING AND PAYMENT

3.1 SHIPMENT

Shipment will be F.O.B. CONKLIN, at which time title and risk of loss will pass to PURCHASER. All freight, insurance and other shipping expenses from CONKLIN, as well as any expenses related to PURCHASER'S special packing requests, will be borne by PURCHASER unless otherwise agreed to in writing by CONKLIN.

3.2 CREDIT

PURCHASER shall remit payment in full to the Conklin Sales Center with each order unless pre-approved for Conklin's credit program.

4. RESELLER AGREEMENT & OBLIGATIONS

4.1 RESELLER APPOINTMENT

CONKLIN hereby appoints PURCHASER, and PURCHASER accepts such appointment to act as an exclusive Reseller of Conklin Products only to Customers (end users) at the published retail price. PURCHASER acknowledges that the provision in the preceding sentence is critical for CONKLIN to continue providing an opportunity to its Independent Distributors and to otherwise maintain the integrity of their marketing programs, and the sale of products to other resellers or Reseller affiliates and discounting below the retail price is strictly prohibited.

PURCHASER understands that this Agreement in no way creates an employer-employee relationship or agency-representative relationship between CONKLIN and the PURCHASER. As an independent contractor and not an employee of CONKLIN, the PURCHASER is responsible for all self-employment (Social Security), income and other taxes and reports relating to the conduct of PURCHASER'S business.

4.2 MARKET DEVELOPMENT

Purchaser may promote and sell the products within the United States but must adhere to the following restrictions: Purchaser will not distribute at multi-store locations or advertise in mail-order catalogs and dotcom websites. Purchaser agrees to adhere to Conklin pricing guidelines. Purchaser understands that it is not an Independent Distributor of Conklin products, and has no right to trademarks or tradenames of Conklin in any manner whatsoever unless pre-approved by Conklin. This includes business name, web domain name and e-mail address. Purchaser is not eligible to participate in or receive commissions or other benefits through Conklin's marketing or management plans.

4.3 RESELLER COVENANTS

PURCHASER will: (i) maintain business in a manner that reflects favorably at all times on Products and the good name, goodwill and reputation of CONKLIN; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to CONKLIN or CONKLIN Products; (iii) make no false or misleading representations with regard to CONKLIN or CONKLIN Products; (iv) not publish, employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to CONKLIN or CONKLIN Products; and (v) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of CONKLIN Products that are inconsistent with the literature distributed by CONKLIN.

4.4 USE OF TRADEMARKS AND PROPRIETARY NOTICES

During the term of this Agreement, PURCHASER is granted use of the trademarks, trade names, logos and designations owned by CONKLIN for CONKLIN Products solely in connection with PURCHASER'S advertising and promotion of CONKLIN Products.

4.5 CONFIDENTIALITY

PURCHASER acknowledges and agrees that all information concerning CONKLIN (hereinafter known as "Confidential Information") is of great value to CONKLIN. PURCHASER agrees not to disclose any Confidential Information to any person except as expressly authorized by CONKLIN in writing and shall not use Confidential Information for any purpose other than the performance of PURCHASER'S functions and duties as a Conklin PURCHASER.

4.6 PURCHASER understands that it is not eligible to sponsor or participate in Conklin's Compensation Plan until it is approved as a Conklin Independent Distributor.

5. All PURCHASERS are subject to the most current Commercial Purchaser Agreement's terms and conditions, irrespective of their original agreement date or the terms and conditions of that agreement.

6. TERM

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party provided that Conklin may terminate this Agreement immediately upon a breach of this Agreement by PURCHASER. All unfilled orders pending at the time of the date of such notice of termination shall be deemed canceled, and CONKLIN and PURCHASER hereby waive all claims against the other in connection with the cancellation of such orders.

7. WARRANTIES, CLAIMS AND LIMITATIONS OF LIABILITY

The warranty as set forth on the label on each product purchased by the Purchaser is the only warranty provided for the products purchased under this agreement and IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Defective products shall be returned to CONKLIN. Conklin shall have no liability for incidental or consequential damages.

8. INDEMNITIES

PURCHASER agrees to indemnify and hold harmless CONKLIN against and in respect of any damages, including the aggregate amount of any loss, liability, damage, cost or expense (including reasonable attorney fees) sustained by CONKLIN as a result of any breach or default by PURCHASER of any provision of this Agreement required to be performed by PURCHASER or any act, word or conduct of PURCHASER in the operation of PURCHASER'S business not required by or inconsistent with this Agreement. CONKLIN shall have the right to defend any claim with respect to which it may be entitled hereunder to seek indemnity from PURCHASER. The indemnities, assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement.

9. GENERAL

9.1 ASSIGNMENT

PURCHASER may not assign, delegate, or transfer this Agreement or any of its rights or duties hereunder, without the written consent of CONKLIN.

9.2 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Minnesota (other than its conflicts of law principles). The parties hereby consent to the exclusive jurisdiction of and venue in the federal and/or state courts located in Hennepin County, Minnesota.

9.3 SEVERABILITY

If for any reason any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

9.4 ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersede any prior agreements between the parties with respect to such subject matter.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

