



## Dealer Application

LEGAL NAME OF COMPANY: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

TYPE OF BUSINESS:  Sole Prop.  Corp.  L.L.P.  Gen. Part.  L.L.C. WEBSITE URL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

STORE ADDRESS: (if different) \_\_\_\_\_  
Street Address or P.O. Box City, State, Zip Code

TELEPHONE NUMBERS: Main Numbers \_\_\_\_\_ Fax Number \_\_\_\_\_

BUSINESS LICENSE NUMBERS: (State and Number) \_\_\_\_\_ (City and Number) \_\_\_\_\_

FEDERAL TAX I.D. or S.S.N.: \_\_\_\_\_

HOW LONG IN BUSINESS?	HOW LONG AT THIS LOCATION?
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### TRADE REFERENCES:

1) Name \_\_\_\_\_ Street Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

2) Name \_\_\_\_\_ Street Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

3) Name \_\_\_\_\_ Street Address \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

### PRINCIPALS OF COMPANY: (List all principals/owners of your company)

Name \_\_\_\_\_ Home Address \_\_\_\_\_ Telephone Number \_\_\_\_\_ SSN \_\_\_\_\_

REQUEST FOR CREDIT/ACCURACY OF INFORMATION: The persons signing below certify under penalty of perjury, that the information provided in this Credit Application and any accompanying financial statement is true and correct; that he/she is authorized to execute this agreement on behalf of the party requesting credit, ("Dealer") and to bind such Dealer thereby; and that Voltz Lipos ("Distributor") may rely on all such information in extending credit to Dealer. Dealer further accepts and agrees to be bound by Terms of Account set forth on the following page and incorporated by this reference. Dealer agrees to pay all charges, and be legally bound by the actions of it's agents and employees who make puRChases and incur charges on the Dealers account. Dealer has read and understands all terms of this Credit Application and Terms of Account.

DEALER AND THE PERSONS SIGNING BELOW HEREBY; (A) CONSENT TO Voltz Lipos USE OF A NON BUSINESS CONSUMER CREDIT REPORT ON DEALER IN ORDER TO FURTHER EVALUATE THE CREDIT WORTHINESS OF DEALER AND THE PERSONS SIGNING BELOW AS PRINCIPLES AND/OR PROPRIETORS IN CONNECTION WITH THE EXTENSION OF BUSINESS CREDIT TO DEALER; (B) AUTHORIZE Voltz Lipos TO UTILIZE CONSUMER CREDIT REPORT ON DEALER AND THE PERSONS SIGNING BELOW FROM TIME TO TIME IN CONNECTION WITH THE EXTENSION OR CONTINUATION OF BUSINESS CREDIT TO DEALER; (C) KNOWINGLY CONSENT AS INDIVIDUALS TO THE USE OF SUCH CREDIT REPORT CONSISTENT WITH THE FEDERAL FAIR CREDIT REPORTING ACT AS CONTAINED IN 15 U.S.C. §1681 ET SEQ.

SIGNED: \_\_\_\_\_  
Name of Officer/Proprietor/Partner/Member Title Date



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### Terms of Account

- 1. Accuracy of Information:** Dealer represents, warrants and agrees that: (a) all information given in connection herewith is true and correct; (b) Distributor is relying on the accuracy of this information in extending credit; (c) Dealer will notify Distributor within ten (10) days after any change in the personal or financial information provided to Distributor, including material change in management or ownership or in Dealer's financial condition; (d) Distributor may, periodically require Dealer to provide additional financial information as a condition of further credit or forbearance of collection; (e) Distributor is authorized to obtain any and all information Distributor may deem necessary from any source or reference whatsoever; (f) Distributor may release information concerning Dealer's payment history and compliance with these Terms of Account to credit reporting agencies or credit managers; (g) Any person from whom credit information is sought is authorized to disclose information about Dealer to Distributor; and (h) Dealer releases Distributor from any liability whatsoever for any error or omission in the information received or disclosed by Distributor.
- 2. Application for Credit/Terms of Sale:** No credit will be extended, and this Agreement is not binding on Distributor, until Dealer's credit application has been reviewed and accepted by Distributor's credit manager or authorized agent. Dealer agrees to pay promptly all charges incurred on its account. Unless Distributor specifically approves other terms at the time of sale, all invoices are due and payable net ten from the invoice date. Acceptance of purchase orders from Dealer on Dealer's forms shall be treated simply as the placement of an order for the goods specified therein, and shall not be construed as the acceptance by Distributor of any terms or conditions therein that vary from the terms of these Terms of Account. Distributor rejects any such terms that would vary these Terms of Account, and these Terms of Account shall control.
- 3. Finance Charges/Application of Payments:** Dealer agrees to pay a finance charge of 1.5% per month (18% APR) until paid, on any balance which is not paid when due. Dealer authorizes Distributor to apply all payments on its account to charges in the following order; (1) costs of collection; (2) unpaid service charges; and (3) unpaid invoices beginning with the oldest charge on Dealer's account. Dealer grants Distributor irrevocable limited power of attorney to accept and negotiate any payment due Dealer for goods purchased from Distributor, whether by joint payee check, draft, wire order, direct payment or otherwise. Distributor may endorse said check or other payment instrument, and provide lien waivers, bills of sale, or other evidence of payment on Dealer's behalf. Distributor shall apply all such payments received to Dealer's account, as provided in these Terms of Account, and account to Dealer for application of such payments and any excess proceeds due Dealer.
- 4. Inspection and Acceptance of Goods:** The term "goods", as used herein, shall encompass all materials or other services or thing of value purchased from Distributor. Dealer shall inspect promptly all goods purchased from Distributor, and report any billing error, loss, shortage, or damage to Distributor within twenty-four (24) hours of receipt of the subject materials. Dealer agrees to preserve evidence of any damaged or rejected goods pending Distributor's inspection of same; and to cooperate with Distributor's efforts to obtain compensation or reimbursement for any damage covered by insurance or third party indemnity. **Any claims or disputes concerning goods purchased from Distributor, including any claim for breach of Distributor's limited warranty set forth below, shall be deemed waived and released if not reported to Distributor, in writing, within said twenty-four (24) hour inspection period.**
- 5. Limited Warranty:** Distributor warrants only those goods purchased by Dealer shall conform to applicable manufacturer and industry standards and specifications. Dealer agrees to inspect all goods promptly upon receipt. Dealer's acceptance of all goods shall be presumed unless Dealer gives written notice to Distributor of any error in quantity, or defect in labor or materials within twenty-four (24) hours after receipt of the subject goods. Dealer's exclusive remedy for Distributor's breach of this Agreement or its Limited Warranty shall be the refund of Dealer's purchase price (or a pro-rated portion thereof considering the usable, non-defective portion of such goods), repair, or replacement, at Distributor's sole option.
- 6. Disclaimer of Liability: EXCEPT FOR THIS LIMITED WARRANTY, DISTRIBUTOR MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. DISTRIBUTOR EXPRESSLY DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR CUSTOMER'S LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RELATING TO LOSS OF USE, DELAY, OR DEALER'S LOST PROFITS OR REVENUES, ARISING FROM OR RELATING TO ALLEGED DEFECTS IN ANY GOODS PURCHASED FROM DISTRIBUTOR. DISTRIBUTOR SHALL HAVE NO LIABILITY TO DEALER OR TO ANY THIRD PARTY FOR ANY DELAY OR INABILITY TO DELIVER GOODS PURCHASED OR ORDERED BY DEALER BY A PARTICULAR DATE.**
- 7. Indemnity of Distributor:** To the fullest extent permitted by law, Dealer agrees to defend, indemnify and hold Distributor harmless from: (a) any and all loss, cost, claim, damage, demand, or expense (including attorney's fees, costs, and/or expert witness fees incurred by Distributor in defending such claims) arising from or relating to the goods purchased from Distributor by Dealer, including any subsequent use, modification or re-sale of said goods by Dealer; and (b) any and all sales, transaction privilege, use and mining taxes due as a result of the sale of goods by Distributor to Dealer.
- 8. Remedies:** In the event of Dealer's default or impending default, Distributor may stop goods in transit without penalty or liability to Dealer for any loss, delay, damage or other expense incurred by Dealer. Distributor may pursue any other legal



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or equitable remedy, which rights and remedies are cumulative and not exclusive; Distributor may utilize any remedies it deems appropriate without need for exhaustion of remedies afforded by this Agreement.

9. **Choice of Law and Venue/Fees and Costs:** Any action arising out of or relating to this Agreement or collection of Dealer's account, including the breach or interpretation thereof, shall be commenced in Palm Beach County, Florida Court. Florida law shall govern this Agreement. This choice of law and venue provision is a negotiated term and an integral part of the bargained-for consideration for this Agreement. The prevailing party in any litigation hereunder may recover reasonable attorneys' fees and costs, including the cost of expert witnesses. The amount of such award shall be determined by the judge, and not by a jury. Notwithstanding the foregoing, Dealer agrees to pay all costs of collection (including collection agency fees) which, if this account is referred to Distributor's attorneys, shall include a reasonable sum for attorneys' fees and costs, without regard to whether a lawsuit is commenced.
10. **Final Integrated Contract/Effect of Partial Invalidity:** This Agreement is the final, complete and exclusive memorandum of the parties' intent. No evidence of alleged prior dealings, usage of trade or course of dealing shall be admissible to modify, supplement, or contradict the express terms of this Agreement. If any portion of this Agreement is invalid or unenforceable, the remainder shall be enforced as written. This Agreement may be amended only in writing, signed by authorized representatives of Distributor and Dealer.
11. **Time of the Essence/No Waiver:** Time is of the essence of this Agreement. No waiver or forbearance in Distributor's exercise of rights or remedies hereunder on any occasion shall be a waiver or estoppel of Distributor's right to exercise these rights or remedies on any subsequent occasion.

## MAP Policy Guidelines & Agreement

Minimum Advertised Price: Voltz Lipos requires its dealers to adhere to our Minimum Advertised Price policy. MAP for each product is listed on the dealer's invoice. Dealers that are found to be in violation of this policy will be provided with **ONE** warning. If a dealer continues to advertise below MAP after the warning is issued, the dealer will be canceled and all buying privileges revoked at Voltz Lipos sole discretion. Dealers who have Dealers reselling any of our products must be sure their Dealers are in compliance with our terms to retain Voltz Lipos dealership status.

Please note the following:

1. Any information relating to Voltz Lipos products on an Internet Website, Forum or eBay is considered to be advertising for the purposes of this policy. Electronic mail sent in response to a Dealer inquiry is not considered to be advertising.
2. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered sale to an individual consumer.
3. The only allowed exception to MAP pricing guidelines - for a Voltz Lipos dealer is the case of bundled offers, which must include at minimum 2 items (i.e. battery and connectors, or other related accessories). Bundles may be discounted by 10% from MAP, at maximum. Bundle discounts can only be made when all items are ordered, paid, and shipped at the same time. Bundle prices can not show the discounted price of each individual item as this would be a violation of our MAP Policy.

**\*\* When price wars begin, EVERYONE loses. The current and future value of our products is lost and our credibility as a reliable wholesaler is reduced. As a retailer, your profit is reduced, and there will always be someone else who will want to go cheaper. Your cooperation is appreciated. \*\***

By signing below, I hereby acknowledge that I have read and fully understand the MAP Policy Guidelines and Agreement and will comply with it in its entirety. I also understand that any violation of MAP Policy Guidelines and Agreement will result in a termination of my dealer status and my buying privileges revoked.

Name:

Title: