

Sales Representative: \_\_\_\_\_ Customer No.: \_\_\_\_\_

# CONFIDENTIAL RESELLER APPLICATION & SALES AGREEMENT

Mail To: \_\_\_\_\_

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



6941 Crossfield Court  
Clarksville, MD 21029  
Phone 443-927-9053  
Fax 410-531-9295

For the purpose of obtaining merchandise from Amerisonic International LLC ("Amerisonic"), the following statements in writing are made by the APPLICANT, and Amerisonic may rely on all such statements as correct. This Agreement is between the APPLICANT and Amerisonic. APPLICANT and each of the individuals authorize Amerisonic to contact any references given and/or inquire about Applicant's or the individual's credit history from time to time. APPLICANT acknowledges that it has read and understands the terms and conditions hereof and agrees to be bound by them, that this document with attachments is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this document supersedes all proposals, oral or written. APPLICANT further agrees to notify Amerisonic in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer or listed assets, or other facts set forth below.

## GENERAL INFORMATION

Legal Name of Business: \_\_\_\_\_

DBA: \_\_\_\_\_

Name of Parent Company, if Subsidiary: \_\_\_\_\_

Federal I.D. \_\_\_\_\_ Tax Resale No \_\_\_\_\_ State \_\_\_\_\_ D.U.N.S. Number \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

\_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Business Shipping Address: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

\_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Mo/Yr Established \_\_\_\_\_ Present Location Since (Mo./Yr.) \_\_\_\_\_ No. of Locations \_\_\_\_\_

Owns \_\_\_\_\_ Rents \_\_\_\_\_ Warehouse \_\_\_\_\_ Store Front \_\_\_\_\_ Other (specify) \_\_\_\_\_

Type of Business: Corporation \_\_\_\_\_ Public Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Nature of Business: \_\_\_\_\_

### Corporate Officers:

President \_\_\_\_\_ Social Security No. \_\_\_\_\_ Signature \_\_\_\_\_

Vice President \_\_\_\_\_ Social Security No. \_\_\_\_\_ Signature \_\_\_\_\_

Treasurer \_\_\_\_\_ Social Security No. \_\_\_\_\_ Signature \_\_\_\_\_

Secretary \_\_\_\_\_ Social Security No. \_\_\_\_\_ Signature \_\_\_\_\_

### Sole Prop./Partnership:

Owner/Partner \_\_\_\_\_ Social Security No. \_\_\_\_\_ Signature \_\_\_\_\_

Owner/Partner \_\_\_\_\_ Social Security No. \_\_\_\_\_ Signature \_\_\_\_\_

Authorized Purchasing Agents: (1) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (4) \_\_\_\_\_

This application will not be processed without an attached Resale License/Tax Exemption Certificate copy.

## BANK REFERENCES

Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ Fax No. \_\_\_\_\_

Bank Credit Line: \$ \_\_\_\_\_

Secured: Yes No          Personal Guaranty: Yes No          Contact \_\_\_\_\_

Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ Fax No. \_\_\_\_\_

Bank Credit Line: \$ \_\_\_\_\_

Secured: Yes No          Personal Guaranty: Yes No          Contact \_\_\_\_\_

## TRADE REFERENCES

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Customer # \_\_\_\_\_

Please Check Appropriate Box: UCC Filings    Floor Planned    Personal Guaranty    None

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Customer # \_\_\_\_\_

Please Check Appropriate Box: UCC Filings    Floor Planned    Personal Guaranty    None

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Contact \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Customer # \_\_\_\_\_

Please Check Appropriate Box: UCC Filings    Floor Planned    Personal Guaranty    None

**APPLICANT authorizes release of above information to Amerisonic.**

APPLICANT Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

## TERMS AND CONDITIONS OF SALES

Credit Line; Credit Approval: Upon approval of this application, AMERISONIC, in its sole discretion, will assign APPLICANT a maximum credit line and shall have the right to increase, decrease, or terminate APPLICANT's credit privileges under this Application at any time without prior notice to APPLICANT, except as otherwise provided by law. All orders are subject to acceptance and approval of credit by AMERISONIC. AMERISONIC may, from time to time and in its sole discretion, disclose credit information relative to the APPLICANT to third parties for informational purposes only.

Payment: APPLICANT agrees to pay all charges according to the payment terms established in each invoice for products and/or services it acquires from AMERISONIC. The entire outstanding balance due on all invoices shall become due to AMERISONIC in full immediately upon default in the payment of any invoice. APPLICANT agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected. In order to secure APPLICANT's obligations under this Agreement, including its obligation to pay any amounts it owes to AMERISONIC when due, APPLICANT grants to AMERISONIC a security interest in all products sold by AMERISONIC to APPLICANT. APPLICANT agrees to execute, deliver to AMERISONIC, and permit AMERISONIC to file any financing statements necessary in AMERISONIC's sole determination to perfect AMERISONIC's security interest in such products. APPLICANT appoints AMERISONIC as APPLICANT's agent for the purpose of executing, delivering and filing any such financing statements.

Purchase Orders: A written purchase order is required for all first time sales and thereafter for any order for goods in excess of \$5,000. This Agreement and the terms and conditions of each invoice shall control and prevail over any contrary terms in APPLICANT's purchase order.

Accurate Information: APPLICANT hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith is true and correct and that this information is being furnished to AMERISONIC for the purpose of inducing AMERISONIC to extend credit to APPLICANT, and understands that AMERISONIC intends to rely upon such information as correct.

Force Majeure: AMERISONIC shall not be responsible for delays in deliveries due to events of force majeure, including, but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo or any act or regulation of government or governmental authority and other contingencies beyond AMERISONIC's control resulting in impossibility or delay of performance of AMERISONIC.

Shipping; Risk of Loss: All deliveries will be made FOB AMERISONIC's designated shipping point. Freight will be on a prepay and add basis, unless otherwise agreed in writing by an authorized signatory of AMERISONIC. AMERISONIC shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. Risk of loss, damage to and title to products shall pass upon delivery thereof to APPLICANT's carrier, FOB shipping point. Upon receipt of shipment, it shall be the responsibility of APPLICANT or the consignee receiving shipment to inspect the products and secure written acknowledgement from delivering carrier for any shortages, loss, damage or nonconformance. APPLICANT shall notify AMERISONIC in writing within five days of receipt of any shipment of any shortages, defects or non-conforming products. In the event APPLICANT fails to notify AMERISONIC with such five day period of any shortages, defects or non-conforming products, the products shall be deemed accepted.

Prices: APPLICANT shall purchase products in accordance with prices, as determined by AMERISONIC, that are prevailing at the time of shipment.

WARRANTY; DISCLAIMER OF WARRANTIES: AMERISONIC shall, to the extent permitted, pass through to APPLICANT such warranties as are provided to AMERISONIC for such product for each product purchased by APPLICANT pursuant to this Agreement. THE MANUFACTURER'S WARRANTY PASSED THROUGH BY AMERISONIC TO APPLICANT HEREUNDER, IF ANY, SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: AMERISONIC SHALL HAVE NO LIABILITY FOR (I) FAILURE TO DELIVER PRODUCTS OR SERVICES WITHIN A SPECIFIED TIME PERIOD, (II) AVAILABILITY AND/OR DELAYS IN DELIVERY OF PRODUCTS OR SERVICES, (III) DISCONTINUATION OF PRODUCTS, PRODUCT LINES, OR ANY PART THEREOF; OR (IV) CANCELLATION OF ANY ORDERS. AMERISONIC SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS APPLICANT, ITS AFFILIATES OR THEIR RESPECTIVE CUSTOMERS FROM AND AGAINST ANY CLAIM, DEMAND OR CAUSE OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY APPLICANT, ITS AFFILIATES OR THEIR RESPECTIVE CUSTOMERS IN CONNECTION WITH, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY OR VIOLATION OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY BELONGING TO A THIRD-PARTY BY THE PRODUCTS. APPLICANT'S, ITS AFFILIATES' AND THEIR RESPECTIVE CUSTOMERS' SOLE AND EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND/OR PRODUCTS AND SERVICES SHALL BE THE REMEDY, IF ANY, AFFORDED BY THE MANUFACTURER OF SUCH PRODUCTS TO SUCH PARTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, APPLICANT WAIVES ANY CLAIMS, DEMANDS, CAUSES OF ACTION OR RECOVERIES FOR PUNITIVE, EXEMPLARY OR

CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SALE OF THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION, REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED, AN EVEN IF AMERISONIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY TORT OR STATUTORY CAUSES OF ACTION. THE ONLY LIABILITY AMERISONIC WILL HAVE WITH RESPECT TO ANY DAMAGED PRODUCTS, DEFECTIVE PRODUCTS, AND/OR PRODUCTS ERRONEOUSLY SHIPPED WILL BE THE RETURN RIGHTS DESCRIBED HEREIN. EVEN IF THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL AMERISONIC'S ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO APPLICANT EXCEED THE PURCHASE PRICE ACTUALLY PAID BY APPLICANT FOR THE PRODUCTS OR SERVICES THAT GIVE RISE TO THE DISPUTE, OR ANY DEFECTIVE PORTION THEREOF, WHICHEVER IS THE LESSER AMOUNT. THIS PROVISION SHALL SURVIVE THIS AGREEMENT.

Indemnity: APPLICANT shall defend, indemnify, and hold harmless AMERISONIC, its affiliates and subsidiaries and each of their respective officers, directors, employees and agents from and against any and all claims, demands, proceedings, actions, liabilities, losses, damages, costs or expenses of any kind (including reasonable attorneys' fees and disbursements) incurred or sustained as a result of, or arising out of, or relating to any actions taken by AMERISONIC regarding the products at the request of, and consistent with, instructions provided by purchaser, any breach of this Agreement or acts or omissions of APPLICANT or its employees, affiliates or agents, the manner in which APPLICANT markets and sells the products, supply by APPLICANT of any products or services for use in conjunction with or in relation to the products, or any breach or alleged breach of any applicable laws or regulations relating to the storage, marketing or sale by APPLICANT of the products.

Governing Law and Forum: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, United States of America; provided, however, that any and all disputes hereunder shall be decided exclusively by litigation in state or federal courts located within Howard County or the Baltimore Division, Maryland District, United States of America.

No Returns; No Refunds: Products are returnable only as provided herein. Products otherwise shall be non-returnable and the prices shall be non-refundable. APPLICANT may only return erroneously shipped products or products that were damaged prior to shipment by AMERISONIC. Products damaged after shipment by AMERISONIC may not be returned. In order to be eligible to receive credit for returned products APPLICANT must adhere to AMERISONIC's then current returns processing guidelines. AMERISONIC reserves the right to charge a restocking fee for handling product that is erroneously returned. AMERISONIC's sole liability for any returned products will be acceptance of their return and issuance of credits pursuant to AMERISONIC's then current returns processing guidelines. If APPLICANT desires to return any products, APPLICANT must initiate a new order for the replacement products. All Products erroneously shipped by AMERISONIC must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition.

Product Restrictions and Obligations: APPLICANT agrees to at all time adhere to AMERISONIC's current Product Restrictions and Obligations Policy.

General: No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. The failure of AMERISONIC to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right. APPLICANT shall pay to AMERISONIC all costs and expenses, including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by AMERISONIC in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereunder. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement unless a failure of consideration would thereby result. This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns. APPLICANT may not assign or transfer this Agreement or any of its rights or obligations. The rights and remedies granted herein are non-exclusive to those otherwise available in equity. The terms and conditions of this contract and of any sales and payments made pursuant thereto are performable in Clarksville, Maryland.

**“APPLICANT”**

\_\_\_\_\_  
(Legal Name of Business)  
BY AUTHORIZED AGENT/OFFICER:

\_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

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