



New Account Package

In order to set up an **account number**, the customer must fill out and sign the following:

- Terms & Conditions
- Convaid Products Internet & Print Catalog Dealer Sales Agreement
- Submit Resale Certificate if doing business in California
- Credit Application

To establish an account with Terms, the first order placed by a new customer must be paid in advance by Credit Card or Company Check.

Note:

All new dealers will be set up as base price or lowest online dealer discount level (.65) 35% Discount until further account investigation is done by the Sales and/or Marketing Manager.

Terms & Conditions

Authorized Dealer Requirement

To become an Authorized Convaid Dealer, your company must have a resale number and a retail location or certified repair facility. Convaid requires a minimum opening order of one chair.

Pricing and Delivery

Chairs will be shipped at no charge via UPS Ground, unless otherwise specified. Non-chair items and special shipping requests will incur a shipping charge. Orders are generally shipped within ten business days from receipt of order, pending credit approval.

Payment Terms

To establish an account with terms of Net30 days, complete the following credit application and allow 2-4 weeks for processing. If approved, terms will be Net30 days from the date of invoice. If products are needed immediately, Credit Card or Prepayment terms can be arranged. A finance charge of 1-1/2% per month will apply on any unpaid balance.

Returns

All returns must be made within 30 days of customer's receipt of product and it must be in a condition that can be resold. Before products can be returned, a Return Authorization number must be obtained from Convaid. A minimum restocking fee of 25% will be charged.

* It is understood that, until approval of open account status, orders will be shipped as prepay or credit card. The undersigned understands and accepts Convaid's terms. If this account becomes past due the undersigned is responsible for any and all collection fees and legal fees.

Name (Print) _____

Signature _____

Title: _____ Date: _____

Name (Print) _____

Signature _____

Title: _____ Date: _____

* The signatures of two officers are required if the applicant is a corporation. Credit application will not be processed without the full written completion of the Terms and Conditions form.

Convoid

2830 California St, Torrance CA 90503 • USA • Ph: 310-618-0111 • Fax (310) 618-2166

www.convoid.com

Complete form and fax to Convoid at (310) 618-2166 or Email: custservice@convoid.com for approval.

Dealer Business Name: _____

Address: _____ Country: _____

Telephone: _____ Fax: _____

Email Contact: _____

Administrative Contact: _____

Website(s): _____

Third party website (Amazon, EBay, Craigslist, etc.): _____

Print catalog name or volume: _____ Publish date: _____ Estimated distribution: _____

Internet and Print Catalog Dealer Sales Representation Agreement

Convoid Inc. ("MANUFACTURER") is the maker of Convoid products ("PRODUCTS"). A DEALER desires to sell Convoid products via the Internet and/or printed catalog and marketed under the brand name Convoid. MANUFACTURER grants to DEALER a non-exclusive right to sell PRODUCTS to end users through DEALER's website ("WEBSITE"), third party website ("THIRD PARTY WEBSITE") or product catalog indicated above. Dealers will offer PRODUCTS via WEBSITE or PRINTED CATALOG exclusively, and through no other distribution channels.

To become an authorized DEALER, the DEALER is subject to the following provisions:

1. Prior to Dealer's display, sale, or advertising of CONVAID PRODUCTS on WEBSITE, the MANUFACTURER must provide written approval for both the Internet address listed above and the content of the actual website location (where displayed). DEALER must provide Manufacturer copy of the CATALOG. A signed Dealer representation agreement must be in effect.
2. All PRODUCT information in the form of text and images, and electronic files presented must be accurate and will be made available by the MANUFACTURER to the DEALER. The PRODUCTS presentation, written copy, trademark usage, images, customer service, and all other aspects of Dealer's WEBSITE are subject to Manufacturer's continued review. Should the MANUFACTURER discover that its PRODUCTS are inaccurately presented the DEALER has no more than 30 days to correct the change on the WEBSITE
3. The Manufacturer will provide the DEALER current MSRP price lists that are in effect. To assure integrity of our product line, fair pricing and an orderly marketplace, DEALER will accurately publish the MSRP in accordance with MANUFACTURER price sheet, and **will not advertise any Convoid product at a price lower than 10% below Convoid MSRP**, applicable to all published, advertised or publicly posted prices, regardless of the manner communicated and irrespective of the format or medium of communication, whether it be by electronic mail, postcard, flyer, catalog, magazine, trade journal, newspaper insert, website, 3rd party website*, webpage, facsimile, or mailings. All MSRP prices published must be kept up-to-date and published online within 30 days of any MSRP price addendums issued by the MANUFACTURER. For print catalogs, the dealer must inform customers of changes in writing, and changes must be incurred in the next print run.

4. The Manufacturer will provide the DEALER with a corresponding price sheet of net prices with a percentage based discount from MSRP. These net prices are entirely confidential and not to be published in print or online or shared with any other organization.
5. All customer service, inventory, returns, quality, credit, and collection issues with respect to PRODUCTS purchased from DEALER shall be handled by DEALER.
6. DEALER agrees to a re-stocking fee for all returned online sales and catalog sales. Restocking fees subject to current Convaid policy.
7. All online and catalog sales for wheelchair(s) with custom modifications, are non returnable / non refundable.
8. DEALER acknowledges Convaid Mountee Wheelchair and Cruiser Profiler Wheelchair are not available for online and catalog sales.
9. This agreement applies only to the WEBSITE(s), THIRD PARTY WEBSITE(s) or PRINT CATALOG described above; any other websites of a different domain, print catalogs, emails that use a different domain, or other Internet based platform requires a separate approval. A DEALER is specifically prohibited from the redistribution of price data and all digital files to any unapproved 3rd party reseller. Dealer agrees not to advertise Convaid products in any URL, e-mail address, key word designation, internet server, search engine, website, web pages, Meta tags, online auction, banner ad, hidden code or in any manner, shape or form without Convaid's approval.
10. DEALER acknowledges Manufacturer's ownership of all trademarks, service marks, trade names, trade dress, and other intellectual property in association with PRODUCTS. This agreement does not give DEALER any right or interest in any Manufacturer's intellectual property or Manufacturer's trademark. No Manufacturer's trademark, trade names, Product names or other intellectual property names shall be used or registered by DEALER or used as part of Dealer's internet domain names or email address. The use of the term CONVAID in source code, print, website text or image naming can only be for the promotion of CONVAID PRODUCTS, not alternatives or substitutes of any kind.
11. MANUFACTURER or DEALER may cancel this agreement upon thirty days written notice. If MANUFACTURER or DEALER does not adhere to the provisions set forth by the MANUFACTURER, this agreement is terminated immediately. The agreement shall remain evergreen as long as both parties are in compliance and neither party has advised the other of cancellation.

This agreement shall be considered to have been made in the State of California, USA and shall be governed by and interpreted according to California law.

The parties have entered into this agreement as of this day of _____ (day) of _____ (month) in _____ (year)

CONVAID PRODUCTS INC.

_____ (Signature)

_____ (Print name and title)

_____ (Date)

DEALER

_____ (Signature)

_____ (Print name & title)

_____ (Date)

CREDIT APPLICATION GUIDELINES

In order to facilitate and quicken the credit approval process please carefully read the following guidelines.

- (1) All credit inquiries are done via fax. Please include the fax numbers of all credit references given.
- (2) Please include references that are part of the medical surgical supply industry.
- (3) Please do not list Invacare, Pride Mobility and/or Sunrise Medical as credit references. Unfortunately they do not reply to credit inquiries.
- (4) Contact your bank representative to allow us to inquire about your past banking history.
- (5) Dun & Bradstreet is our credit information source. If you are not registered with Dun & Bradstreet please include a current income statement and balance sheet with your credit application.
- (6) If you are a sole proprietor or newly formed business, it is imperative that you contact all references and your bank to authorize our credit inquiries. Also send any current financial statements if available.
- (7) All credit applications must be accompanied with a fully completed Terms & Conditions form. If your company is incorporated, the signatures of two separate and distinct officers are required. If there is only one officer in your company, please indicate on the Terms & Conditions form that the signee is the only officer of your company.
- (8) A Resale Identification number is required to avoid incurring charges for state sales tax. If this cannot be provided, the appropriate state sales tax rate will be charged to your order(s).

Please be advised that failure to adhere to the following guidelines may result in the disapproval of your credit application.

Credit Application

Business Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Ph: _____ Fax: _____

Email Address: _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Type of Business (Circle one): Corporation Partnership Sole Proprietor

Brief Description: _____ Resale ID#: _____ (Required)

Year Business Established: _____ At present location since: _____

Person to contact: _____ Title: _____

References:

Name of Bank: _____

Bank Address: _____

Account #: _____ Phone #: (____) _____

List Three Suppliers With Whom You Are On Open Account Status:

Company Name: _____ Fax #: _____ (Required)

Address: _____ Acct# _____

Company Name: _____ Fax #: _____ (Required)

Address: _____ Acct# _____

Company Name: _____ Fax #: _____ (Required)

Address: _____ Acct# _____

How did you hear about us? _____