



TOL Designs, LLC
441 Eastgate Rd., Suite A
Henderson, NV 89011
(702) 565-5501

Welcome,

Thank you for your interest in becoming a Dealer or Distributor with TOL Designs products.

Please carefully review the information in the following packet outlining our dealer agreement, terms and conditions, warranties and other important information. After you have finished reviewing this packet, please review, sign, and email the included application to our Wholesale Department.

Once your application has been received and approved by our Wholesale Department, we will create an account under your Business name to be used when ordering. After submitting your initial buy in order you can begin to place orders with your new account over the phone or you may submit your order via email using the Dealer email address.

We look forward to creating a long-term business relationship with you.

Thank you!

Sean Belitsos

702-565-5501

Email: info@TOLDesigns.com



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Dealer Application

Business Name:	DBA (doing business as):
Business Phone #:	Fax:
Email:	
Address:	City:
State:	Zip Code:

Entity Type: Corporation Limited Liability Co. Limited Partnership Partnership Sole Partnership

Business Type: Retail Store Internet Retailer Installer (products installed on premises)

Description of your Business:
Website Address(s):
Do you sell products on eBay or Amazon ? IF <u>YES</u> list your seller ID(s) below:

Principal owner:	Date Established:
Federal Tax ID:	Store Square Footage:
Annual Revenue :	Authorized Buyer(s):

Would you like to receive catalogs or emails regarding our products? Yes No

Shipping Information

Shipping Address #1:	Attn:	
City:	State:	Zip Code:
Phone number:	Fax:	Email:
Shipping Address #2 (optional):	Attn:	
City:	State:	Zip Code:
Phone number:	Fax:	Email:



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Credit Card Information

Name On Credit Card:		Credit Card Number:	
Expiration Date:		Security Code:	
Billing Address:			
City:	State:	Zip Code:	

ALL APPLICATIONS MUST BE COMPLETELY FILLED OUT OR IT WILL BE REJECTED

TERMS & CONDITIONS:

In order to become a TOL Designs, LLC (“TOL Designs”) dealer (“Dealer”) or distributor (“Distributor” and with Dealer collectively “Reseller”), Reseller must establish a dealer account (a “Dealer Account”) or distributor account (a “Distributor Account”) through a one-time buy-in order of at least Two Thousand Dollars (\$2,000.00) (a “Dealer Buy-In”) or Three Thousand Eight Hundred Dollars (\$3,800.00) (a “Distributor Buy-In”) respectively. Please read the Dealer Account and Distributor Account requirements in the opening paragraphs of the Dealer and Distributor Account Agreement. This Distributor and Dealer Application (the “Application”) incorporates by reference the Dealer and Distributor Account Agreement (the “Dealer Agreement”) and TOL Designs Reseller Warranty and Disclaimers (the “TOL Designs Reseller Warranty” and with the Application and the Dealer Agreement collectively the “Agreement”) as if restated fully in this Application. Reseller agrees to be bound by the terms and conditions of the Agreement upon TOL Designs' approval of the Agreement.

Marketplace policy: TOL Designs' Marketplace Policy outlines restrictions for selling TOL Designs products on third party websites. Distributing TOL Designs products on the Amazon Marketplace, eBay, or any other third party marketplace that **is not wholly owned and operated by Reseller (a “Third Party Marketplace”) is prohibited**. All Resellers must receive written approval from TOL Designs, which may be withheld at TOL Designs' sole discretion, to distribute TOL Designs' products through a Third Party Marketplace. Upon TOL Designs' written approval for Reseller’s sales through a Third Party Marketplace, Reseller must clearly represent itself as an Authorized TOL Designs Reseller in all online advertisements and sales material. Any Reseller distributing through a Third Party Marketplace without written approval from TOL Designs will be immediately terminated.

Trademark policy: TOL Designs' Trademark Policy sets forth general guidelines for the use of trademarks owned by TOL Designs or its affiliated entities in conjunction with the promotion, distribution or sale of TOL Designs' products and services. Proper use of trademarks can be determined only by TOL Designs. These trademarks are registered by TOL Designs in the Principal Register of the U.S. Patent and Trademark office, as well as in other countries around the world. As the owner of its trademarks, TOL Designs has the exclusive right to use its trademarks, as well as the right to stop others from using its trademarks, or designations that are misleadingly similar to TOL Designs trademarks, improperly or without TOL Designs' authorization. Use or alteration of any images that are owned by TOL Designs without TOL Designs' prior written approval is prohibited. This list of impermissible uses of TOL Designs' trademarks and logos is not exhaustive, and TOL Designs will enforce its legal rights against those who engage in any of the aforementioned activities or any other activities which infringe on TOL Designs' trademark rights.



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MAP policy: TOL Designs' Minimum Advertised Prices Policy (the “TOL Designs MAP Policy”) is non-negotiable, and will not be altered for any Reseller. TOL Designs' MAP Policy applies only to minimum resale prices, established by TOL Designs, which are subject to change at any time. TOL Designs' MAP Policy does not establish maximum advertised prices and all Resellers may offer TOL Designs products at any price in excess of those indicated on TOL Designs' Dealer Pricing Sheet, which contains the current listing of products and applicable prices available. The products and TOL Designs' MAP Policy are subject to change at TOL Designs' sole discretion. TOL Designs' MAP Policy applies to all advertisements specific to TOL Designs products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage. TOL Designs reserves the right at any time to modify, suspend, or discontinue TOL Designs' MAP Policy in whole or in part.

One Year Non-Transferable Limited Warranty & Disclaimers: Reseller acknowledges no warranty is expressed or implied by TOL Designs except those explicitly made herein. TOL Designs warrants to the original retail customer purchaser, and not to any other purchaser or subsequent owner, that the product will be free from defects in material or workmanship for a period of one (1) year from the purchase date. **This warranty does not cover any product that is (1) installed incorrectly, (2) damaged by collisions, vandalism, or other accidents, or (3) improperly or incorrectly used, or damaged by similar causes. Purchaser’s sole and exclusive remedy for damages against TOL Designs shall not be greater than the actual purchase price of the product for which the claim is made.**

Reseller Not A Franchisee: Reseller acknowledges this Agreement is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of TOL Designs. Nothing in this Application shall be construed as a waiver of any applicable exemption that may be available to TOL Designs or any other applicable laws.

Jurisdiction; Conflicts: A) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of Nevada, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any custom or rule of law requiring construction against the draftsman. **B) Consent to Jurisdiction:** Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the applicable state or federal courts sitting in the State of Nevada, Clark County, for purposes of all legal proceedings arising out of or relating to this Agreement, and each party agrees not to commence any legal proceeding related thereto except in such courts. Each party irrevocably waives, to the fullest extent permitted by law, any objection that he or it may now or hereafter have to the venue of any such court or that any such action has been brought in an inconvenient forum.

Your Signature Constitutes that you acknowledge you have received, read, and accept all terms and conditions and if applicable other agreements that you have received, read, and agreed to all applicable terms and conditions, which are available at:

https://cdn.shopify.com/s/files/1/0034/9945/8672/files/Dealer_Terms_and_Conditions.pdf?3219314806526239390
and that you are authorized to sign the agreements on behalf of the customer identified above.



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Please Read and Attach Additional Requirements below:

In addition to the completed dealer application, sufficient proof of business must be provided at the time of the application submission. This includes; pictures of the storefront or shop, state or local business registration, and sales tax ID. All dealers are required to provide a Sales Tax Exemption/State Resale Certificate unless the state of resale is a Non-Sales Tax state.

Required Documents:

- Signed Dealer Application
- State Business License
- Photographs of Retail Location
- Sales Tax Exemption/ State Resale Certificate

Applicant Signature: _____ **Date:** _____

Title: _____ **Printed Name:** _____

Co-Applicant Signature: _____ **Date:** _____

Title: _____ **Printed Name:** _____

Applications can be sent by emailed to info@toldesigns.com