



AQUALIV DEALER APPLICATION (Page 1 of 2)

COMPANY INFORMATION

Business Name:		
Business Description:		
Ownership: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership (Includes LLC) <input type="checkbox"/> Corporation (Includes S-Corp.)		
Est. Annual Sales: \$	Number of Employees:	
Business Federal ID #:	Years in Business:	
D-U-N-S Number (If applying for credit terms):		
Mailing Address:		
City:	State:	ZIP Code:
Shipping Address (if different):		
City:	State:	ZIP Code:
Business Phone:	Fax:	
Website:	Email:	

HOW DID YOU HEAR ABOUT THE DEALER PROGRAM? WHO REFERRED YOU?

PRINCIPAL'S CONTACT INFORMATION

Principal #1	
First Name:	Last Name:
Position Held:	How long?
Phone:	E-mail:
Principal #2	
First Name:	Last Name:
Position Held:	How long?
Phone:	E-mail:

ACCOUNTS PAYABLE MANAGER/CONTROLLER

Name:	Phone:
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SALES TAX STATUS

Is your organization exempt from taxation? <input type="checkbox"/> YES <input type="checkbox"/> NO
State Business Identifier #:
State Tax Exemption #:

Please provide a copy of your tax exemption certificate; otherwise we will be unable to acknowledge your exempt status.

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MINIMUM ADVERTISED PRICING POLICY

AquaLiv products must be advertised at no less than the Minimum Advertised Price. This applies to any advertised prices written in an openly accessible medium, i.e. websites, brochures, ads, radio, television, etc.

If any dealer advertises a price below MAP, or makes inference anywhere on their website or via any other medium, including third-party references on the internet, *or even by reputation*, that prospects will be able to get a discounted price through them, their dealership will be terminated. Examples of violations include offering any type of sale or special for single or quantity purchases, displaying "we will not be undersold" type claims, or advertising the ability to call or request information about specials, via any medium.

Our premium, state-of-the-art products deserve proven salesmanship. Advertising AquaLiv products at reduced prices dishonors our investment in research and development and dishonors the time and resources our dealers invest into selling AquaLiv products. You agree it is in the best interest of all dealers to abide by this policy at all times.

TERMS OF SALE

Payment terms are **PREPAID** unless credit terms are approved. Payment terms are **NET 30** days upon credit approval. Additional terms of sale including terms of payment and allowable discounts for each purchase are agreed to below as well as those specified on the face of each invoice. Balances carried past the due date or over established credit line will cause new orders to be held out of production. The Dealer hereby agrees to pay all collection and legal fees if such action be necessary, as well as 1.5% per month/18% per annum interest on any past due invoices, as well as any Non-sufficient fund charges as allowed by law in the event of a returned check. Property and products sold in association with extending credit to the applicant remains under the ownership of creditor until **PAID IN FULL**.

RETURN POLICY AND WARRANTY

AquaLiv offers a 90-day Unconditional Money Back Guarantee to its retail customers and recommends dealers to adopt the same policy (although not required for dealer status approval). Removing the risk for the customer makes it easier to sell and our return rate averages just 3%. AquaLiv accepts returns from dealers only for product that is unopened and unused. If a dealer gets a return from their customer, we suggest selling the system as used, just as AquaLiv does.

Product issues covered under warranty, such as repair or replacement of defective items, are fully supported by AquaLiv and are not the responsibility of the dealer. Warranty coverage and exceptions vary by product. Dealers should forward warranty issues to AquaLiv by emailing support@aqualivstore.com.

TERMS & CONDITIONS – ALL OPTIONS

The applicant agrees to the following terms:

- Agrees not to export AquaLiv products outside of U.S., Agrees to abide by all state and federal regulations
- Agrees not to bind AquaLiv or Balkarta Inc. in any way, Understands prices may change without notice
- Agrees not to alter, affix stickers, or repackage products in any way, Agrees not to bottle AquaLiv Water for sale
- Agrees to comply with the Minimum Advertised Pricing Policy, Terms of Sale, Return Policy and Warranty coverage
- Agrees not to list/sell/advertise AquaLiv products with any third party online (Amazon, Ebay, Google, etc.)
- Agrees that dealership status is not a franchise license, Understands there is no protected territory
- Agrees not to impersonate AquaLiv or use AquaLiv in business name, e.g. "AquaLiv California" or "AquaLiv Store"
- Understands dealer status may be cancelled at anytime for failure to comply with terms
- Understands these Terms & Conditions may change without notice

OPTION 1: PHYSICAL RETAILER – BRICK & MORTAR STORE, SELLS TO WALK IN CUSTOMERS

Additional Terms:

- Agrees not to list AquaLiv products on any website, Agrees not to advertise AquaLiv products online

OPTION 2: ONLINE RETAILER – SELLS ONLINE AND SHIPS PRODUCTS TO CUSTOMERS

Additional Terms:

- Agrees that AquaLiv products will only be sold via websites owned by the Dealer
- Agrees to submit all websites/domains/URLs where AquaLiv products will be listed
- Agrees that AquaLiv products will only be sold alongside other products. No AquaLiv-only websites

APPLICANT SIGNATURE

I hereby apply for wholesale pricing and to become an independent Dealer of AquaLiv products. I agree to pay invoices before or upon the date due. Payment shall be personally guaranteed irrespective of status or change in existing business of which the undersigned is a principal (owner, partner or officer). In addition, I agree to reimburse Balkarta Inc. for any and all expenses incurred in the collection of said indebtedness, including, but not limited to, legal fees, expenses and interest at the maximum legal rate permitted by state. I declare that I have carefully reviewed this agreement, agree to the general terms and agree to the option terms.

Terms & Conditions Options (check all that apply): Option 1 Option 2

Signature of Principal 1:

Date:

Signature of Principal 2:

Date: