



# RESELLER APPLICATION FORM

Complete legal name: \_\_\_\_\_ DUNS #: \_\_\_\_\_

Street address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail address \_\_\_\_\_

Web address: www.\_\_\_\_\_ Years in business: \_\_\_\_\_ # of employees: \_\_\_\_\_ # of locations: \_\_\_\_\_

Annual sales:\$ \_\_\_\_\_ Anticipated yearly purchases from ClearSounds:\$ \_\_\_\_\_ Credit requested? \_\_\_\_\_

Type of business: \_\_\_\_\_ Corporation \_\_\_\_\_ S-Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Non-For-Profit

Nature of business: \_\_\_\_\_ Disp. Audiologist \_\_\_\_\_ Dispenser \_\_\_\_\_ Retail Store \_\_\_\_\_ Medical Facility \_\_\_\_\_ Educational Facility  
(choose one) \_\_\_\_\_ Other (please describe) \_\_\_\_\_

FEIN#: \_\_\_\_\_ Tax Resale# \_\_\_\_\_ State of Registration \_\_\_\_\_  
(Owner's S.S. number if sole Proprietorship/Partnership) (Please send a copy of your State Certificate of Resale Registration)

### LIST NAMES AND TITLES OF OFFICERS, PARTNERS, OWNERS:

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

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

### REFERENCES:

Bank Name: \_\_\_\_\_ Account # \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_

### CREDIT APPLICATION: If applying for credit, please list suppliers of related equipment from whom you purchase on an open account.

1.Name: \_\_\_\_\_ Account # \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

2.Name: \_\_\_\_\_ Account #: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

3.Name: \_\_\_\_\_ Account #: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

4.Name: \_\_\_\_\_ Account #: \_\_\_\_\_

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

Telephone # \_\_\_\_\_ Fax #: \_\_\_\_\_

The undersigned furnishes the above business and personal credit information for the procuring and establishing credit from time to time with ClearSounds and to induce ClearSounds to permit the above named customer to become indebted to ClearSounds for purchase of goods, materials and/or service. The undersigned jointly and individually, certify that all information in the Reseller Application is complete, factual and correct and understands that ClearSounds will rely on the accuracy of this information for any credit that may be extended. ClearSounds is hereby expressly authorized to contact any parties listed herein and to verify any information contained in this Reseller Application. The undersigned hereby waives any privacy of credit information rights or regulations. If any representations made on the application prove to be untrue, the undersigned agrees that all obligations of the above named customer to or held by ClearSounds shall immediately become due and fully payable without demand or notice and the undersigned further expressly agrees to assume personal liability for all obligations of said customer to ClearSounds. The undersigned further certifies that they assume all liability for payment of the tax if the property herein described is used or consumed in such manner as to render the sale of property subject to tax. The undersigned hereby acknowledges receipt of a copy of this Reseller Application.

Printed Name of Owner Or Principle Officer \_\_\_\_\_

Signature of Owner or Principle Officer: \_\_\_\_\_ Date: \_\_\_\_\_



## BLANKET SALES TAX RESALE (EXEMPTION) CERTIFICATE

**Vendor:**  
**ClearSounds Communication**  
**1743 Quincy Avenue, Suite 155**  
**Naperville, IL 60540**

Purchaser hereby certifies to the Seller, ClearSounds Communication that:

1. Purchaser holds a valid Registration or Permit Number \_\_\_\_\_ issued under the Retail Sales Tax Act of the State of \_\_\_\_\_.
2. That the tangible personal property purchased on each order is purchased for:  
\_\_\_\_\_ Resale without change in form;  
\_\_\_\_\_ To be incorporated as a material or component part of other tangible personal property to be produced for sale by manufacturing, processing, fabricating, assembling or refining;  
\_\_\_\_\_ Interstate or foreign commerce;  
\_\_\_\_\_ Others (Describe)

*(Check whichever is applicable)*

3. The undersigned purchaser further certifies that he/she will assume liability for payment of the tax if he/she uses or consumes the property herein purchased in such a manner as to render the sale subject to tax. This certificate also encompasses fixtures.

Date: \_\_\_\_\_ 20\_\_\_\_\_ Purchaser \_\_\_\_\_  
(COMPANY NAME)

At: \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_  
(OFFICIAL TITLE)

Print Name \_\_\_\_\_

(Regulations provide that certificates must have Registration Number, address and written signature, in order to be effective)

**Please include a copy of your Resale Certificate.**



## TERMS OF SALE AND CONDITIONS

### SALES POLICY AND TERMS

Authorized dealership is available to retailers or sales persons who are properly qualified to sell and support assistive products. All dealer (reseller) accounts must be approved by ClearSounds.

### OPENING ORDERS

Opening order is \$500.00 minimum, Pre-Paid. To maintain ClearSounds reseller status, orders for at least \$25,000.00 must be placed annually, based on a calendar year (January-December). A reseller must re-qualify with a minimum opening order if the annual requirement is not met.

### CREDIT

Credit terms are available to qualified firms and are subject to credit limits and the approval of our accounting department. A credit application must be filled out and submitted to ClearSounds. Credit applications will not be processed unless an order has been placed. An account more than 45 days past due is automatically placed on credit hold. Overdue accounts are charged 1.75% interest per month (21% annual). NSF checks will result in a \$30.00 service charge, finance charges, and immediate suspension of shipments until the account is clear. ClearSounds reserves the right to place credit accounts on COD or PREPAY basis if payment is habitually past due or if finance charges are not paid. We accept American Express, VISA, MasterCard and Discover cards at no additional fee at the point of sale.

### PRICING

Although we make every attempt to hold pricing, we are occasionally subject to a price increase. Pricing is subject to change in effect at time of order, without prior notice unless requested.

### SHIPPING

Orders are FOB ClearSounds in Naperville, IL. Shipping is pre-paid and invoiced on all open credit orders. Our preferred shipping method is UPS ground service. Hawaii, Alaska, Puerto Rico and all International customers will have additional freight added to their orders, regardless of method of payment. Special shipping requests such as Next Day Air, 2<sup>nd</sup> Day Air, 3-Day Select and FEDEX will be charged at the appropriate rate. The order must be received by 12:00 p.m. Central time to guarantee delivery. COD Charges are \$7.00 per shipping box and will be added to cost of the shipment. *We make every attempt to ship within two to three business days from date of order; however, this is not always possible due to backlogs, back orders and other events out of our control. Please check availability if a rush is needed on your order. Drop shipments are subject to approval.*

### BACKORDERS

We will attempt to complete your order in one shipment, if possible. Unless otherwise specified, merchandise that is out of stock will be backordered. All backorders will automatically ship unless ClearSounds is notified differently. Backordered items are subject to freight charges.

### REFUSALS

Any orders that are refused will be charged shipping fees and a minimum-restocking fee of 10% of the invoice amount.

### SHIPPING ERRORS

Merchandise should be carefully examined on receipt. It is the reseller's responsibility to check the product received against the packing slip. Error MUST be reported within 5 days after receipt of order. Errors on our part will be corrected at no cost to you. Ordering errors on your part must be identified within 5 days for correction without restocking fees. Return of product is at reseller's expense.

### DAMAGE CLAIMS

ClearSounds packs products with the best packing materials. If you receive a damaged package, you must note it on the carrier's receipt and file a claim for damages in transit with the carrier. ClearSounds cannot be responsible for damage that occurs in transit.

### DEFECTIVE ITEMS

Items should be checked upon receipt. If you receive an item that is defective in some way, please call your ClearSounds Representative for instructions on returning it for replacement.

### RETURNS FOR CREDIT

Returns for credit must be made within 30 days of date of invoice. Please request a Return Authorization (RA) number from your representative. Certain products are NOT RETURNABLE. Batteries, videotapes, headphones, earphones, open blister packages, discontinued items and certain other products may not be returned for credit. No returns will be accepted after 30 days.

*Returns must be sent in separate packaging to preserve the original package and must be shipped freight prepaid. No freight collect shipments will be accepted. Returns may be subject to a 15% or 20% re-stocking fee, depending on the type of equipment, refurbishing required, and condition of the equipment. There will be additional charges for missing or damaged equipment. The customer is responsible for any damage that occurs due to inadequate packing.*



## TERMS OF SALE AND CONDITIONS

### RESELLER ACCOUNTS

**WARRANTIES:** All products are sold by seller under only the manufacturer's warranty. The product manufacturer's warranty is the exclusive remedy available to customers for product defects in materials or workmanship and for any damages, including CONSEQUENTIAL DAMAGES, caused thereby, and Seller shall not be obligated to correct any defects or deficiencies in any products sold by seller pursuant to this Agreement. Seller will, however, agree to repair or replace any merchandise determined to be "Out of the Box" defective and is returned to Seller within 21 days from the date of the invoice. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** Seller's entire liability with respect to any product provided to purchaser under this agreement shall be limited to Seller's invoiced price for such product. In no event shall Seller be liable to Purchaser and/or any other person for any incidental consequential or special damages, including without limitation those resulting or arising from the use or inability to use any products, whether arising from negligence or strict liability, or otherwise.

**TAXES:** All applicable state and local taxes shall be in addition to the purchase price and shall be paid by Buyer to Seller or in lieu thereof buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. Buyer will indemnify Seller for any such tax liability incurred by seller in the event Buyer fails to pay such taxes or duties.

**FAILURE TO PAY OR INSOLVENCY:** Failure by Customer to pay any part of the purchase price when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or his/her property, ClearSounds may, at its options, cause the entire unpaid balance to become due and immediately payable. Customer hereby expressly waives any right to action which accrue by reason of the entry for taking possession of or the Selling of said materials and agrees to pay all costs incurred with respect thereto including service charges and reasonable attorney's fees and court costs.

**ENTIRE AGREEMENT:** This agreement covers all materials, which Customer may hereafter acquire at any time from ClearSounds. This Contract constitutes the entire Agreement with ClearSounds with the exception of a Reseller Contract when required. No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, the executors, administrators, successors, and assigns of the respective parties.<sup>1</sup>

**LITIGATION:** In the event of any litigation arising out of this agreement, ClearSounds shall be entitled to its reasonable costs and expenses incurred including attorney's fees.

#### AGREEMENT

I, the undersigned, have read, understand and agree to the TERMS OF SALE AND CONDITIONS for RESELLER ACCOUNTS, of ClearSounds Communications. I agree to abide by these Terms of Sale and Conditions and understand that any violation of these may result in revoking of my reseller status and privileges granted by ClearSounds Communications.

**COMPANY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

(MUST BE SIGNED BY A COMPANY OFFICER)