

Battery Solutions and Innovations, Inc.

936 Cleveland Street Suite C, Clearwater, FL 33755

(866) 301-8835 • (727) 446-8400 • FAX (727) 446-8900

www.BASANDI.com • sales@batterysolutionsandinnovations.com

DEALER AGREEMENT

GENERAL INFORMATION:

Business Legal Name _____ Tel () _____

Business Trade Name (DBA) _____ Fax () _____

E-mail Address _____ Web site _____

Federal I.D. No. _____ State Resale No. _____ Kind of Business _____

Business Address _____

Street City State Zip

Contact Name _____ Position _____

DESCRIPTION OF BUSINESS:

This company is a (check one): Sole Proprietorship Partnership Corporation-incorporated in the state of: _____

Date Business Established or Incorporated: _____ Annual Sales: _____

No. of Employees: _____ Business Hours: _____ Business Days: _____

Payment: Can be made by Credit Card, COD, or Net 30 (must fill out credit application to qualify). Net 30 days – Invoices are due in full, 30 days from date of shipment. All past due invoices are subject to late charges of 1½% per month (18% annually). Net terms require a personal guarantee and/or written purchase orders.

All past due accounts (over 30 days) and late charges must be paid in full before next order is shipped. If late charges are not paid, all orders will be shipped COD until late charges are paid. There is a \$40 penalty fee for any returned check.

Continuing Guarantee: In consideration for Battery Solutions and Innovations, Inc. (hereafter, "Seller or Seller's") agreement to ship product to Buyer herein, the undersigned guarantor does jointly and severally **personally guarantee** to pay and be responsible to Seller for payment of all sums, balances and accounts due Seller by Buyer, including collection charges and/or attorney's fees. This shall be an open and continuing guarantee and shall continue in force not withstanding any change in the form of such indebtedness or renewals or extensions granted by Seller, without obtaining any consent thereto, and until expressly revoked by written notice from Buyer and guarantor to Seller. Any such revocation shall not in any manner affect Buyer's or guarantor's liability as to any indebtedness existing prior to such revocation. Buyer and guarantor hereby waive notice of acceptance of this agreement, notice of default or nonpayment and any other action required by any statute, against Buyer or guarantor No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either as against the Buyer or the guarantor shall operate as a waiver of any such right or in any manner prejudice Seller's rights against Buyer or guarantor. Buyer and guarantor agree jointly and severally that in the event of any default at any time by Buyer or guarantor, Seller shall be entitled to look to either or both of Buyer or guarantor immediately for full payment without prior demand or notice.

Internet Sales Policy: Seller will only deal with internet dealers who advertise and sell Seller's products at prices **above or equal to the manufacturer's suggested retail price ("MSRP")**. Seller will not sell products for resale to dealers who advertise or sell them over the internet at prices below the MSRP. This policy is designed to protect the quality of Seller's products sold over the internet and to enable Buyer or guarantor to better compete, create a level playing field for all dealers participating, while protecting Seller's name and reputation. Listing and/or selling our products on Amazon or EBay is prohibited. There is a \$5 drop ship fee.

Minimum Purchase Requirements: Buyer must purchase a minimum of \$1000.00 in products per calendar year to maintain a dealer status. Initially, the Buyer must purchase a minimum of four units to establish a dealer status.

Use of Seller's Trademarks: During the term of this Agreement, Buyer shall have a limited license to use the Trademarks in connection with its promotion of the Products, but only in strict compliance with such license and

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the policies, instructions and guidelines of Seller. This compliance shall include proper display of trademark notices and warnings with each use of such Trademarks: (e.g. Battery Life Saver™ electronic device is a registered trademark of Battery Solutions and Innovations, Inc.), and any use of such Trademarks is subject to prior approval of the Seller. Buyer acknowledges the exclusive right, title and interest of Seller in and to the Trademarks; nothing contained in this Agreement shall be construed as conveying to Buyer any right, title of interest in or to any of the Trademarks other than an express right to a permissive use thereof in connection with the promotion of the Products; Buyer shall cooperate to the fullest extent possible with Seller to take such actions as Seller in its sole discretion may consider necessary to protect any of the Trademarks; Buyer shall fully cooperate with Seller in maintaining and defending the ownership and validity of each of the Trademarks against infringement, Buyer will promptly notify Seller of (i) any infringement or unauthorized use of any Trademark by any third party, or (ii) any assertion by any third party that Buyer's use of any Trademark constitutes infringement. Seller shall not be obligated to initiate or defend legal action with respect to any Trademark, and Buyer shall not initiate or defend any such action itself without Seller's prior written consent; and Buyer hereby agrees and warrants that it will not incorporate all or any portion of the Trademarks into its corporate name or trade names.

By signing this application, Buyer certifies that all information provided on this application is correct to the best of its knowledge.

Signature (Buyer Owner or Officer) _____ **Date** _____

Guarantor _____ **Date** _____

Approved by: Seller (Battery Solutions and Innovations, Inc.)

BY: _____

**Please fax or mail this form along with a copy of either your
Tax Certificate
Or
Resale License
To
936 Cleveland Street Suite C
Clearwater, FL 33755
Fax: 727-446-8900**