

# Access Display Group, Inc. Dealer & Reseller Application

## General Information

Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Suite / Apt: \_\_\_\_\_

Fax: \_\_\_\_\_

City: \_\_\_\_\_

Email: \_\_\_\_\_

State / Province: \_\_\_\_\_

### Type of Enterprise

Postal Code: \_\_\_\_\_

Corporation:  (if yes in what state) \_\_\_\_\_

Country: \_\_\_\_\_

Partnership:

Company Tax ID / Principal SSN: \_\_\_\_\_

Sole Proprietor:

Year Established: \_\_\_\_\_

Other:

## Company Type

Display Manufacturer / Framer / Gallery Owner:

Printing / Imaging / Sign Company:

Distributor / Wholesaler:

Other:  (Please Specify): \_\_\_\_\_

## Brief Company Description

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**Billing Information**  (If it is the same please check here and you can leave below blank)

Contact Name: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Title: \_\_\_\_\_ Country: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Suite / Apt: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ Email: \_\_\_\_\_  
State / Province: \_\_\_\_\_

Is a purchase order number required? Yes  No

\*\*\*We have to collect tax in many states. Please include any tax exempt certificates you may have when sending back this form so we do not need to charge you tax.

This application is submitted by the Applicant to Access Display Group, Inc. for the purpose of becoming an Access Display Group, Inc. Authorized Reseller or Dealer. The Applicant acknowledges and agrees that Access Display Group, Inc.'s review of this application does not ensure that the Applicant will be chosen as an Authorized Reseller or Dealer. Access Display Group, Inc. reserves the right to accept or reject any application submitted, at its sole discretion. THIS APPLICATION IS ONLY EFFECTIVE AND BINDING UPON ACCESS DISPLAY GROUP, INC. APPROVED CONFIRMATION OF THE APPLICANT TO BECOME AN AUTHORIZED RESELLER OF ACCESS DISPLAY GROUP, INC. PRODUCTS. FAILURE TO COMPLETE ALL SECTIONS OF THIS APPLICATION AS REQUIRED WILL RENDER THIS APPLICATION INADMISSABLE. Applicant acknowledges and agrees that participation in the Access Display Group, Inc. Reseller & Dealer program is at-will and subject to Access Display Group, Inc.'s right to revoke or terminate reseller status, with or without cause, at any time upon notice to an authorized reseller. Applicant acknowledges and agrees that it is not relying on a business relationship with Access Display Group, Inc. of any minimum duration, or that its participation in the reseller program, if approved by Access Display Group, Inc., will result in any minimum sales of or profits related to any or all Access Display Group, Inc. products. Access Display Group, Inc. has no knowledge of Applicant's dependence on prospective revenues from sales of Access Display Group, Inc. products, and Applicant agrees to release and hold Access Display Group, Inc. harmless from any and all claims relating to Applicant's financial condition which arise out of, relate to or result from Access Display Group, Inc.'s termination of any Reseller or Dealer agreement resulting from the application herein. Applicant expressly acknowledges and agrees that the termination provisions provided herein are reasonable, and agrees not to contest or otherwise challenge such provisions, or to claim damages as a result of termination by Access Display Group, Inc., or loss of profits, investment, opportunity, or claims related to leases or other commitments of Applicant of any kind made in connection with its participation in the Reseller or Dealer program.

BY SIGNING BELOW, THE APPLICANT REPRESENTS AND WARRANTS TO ACCESS DISPLAY GROUP, INC. THAT THE INFORMATION PROVIDED TO ACCESS DISPLAY GROUP, INC. IS TRUE AND ACCURATE, AND AGREES THAT DURING THE TERM OF ITS RESELLER STATUS, IT SHALL PROMPTLY PROVIDE ACCESS DISPLAY GROUP, INC. WITH DETAILS REGARDING ANY MODIFICATIONS OR CHANGES TO SUCH INFORMATION. IN THE EVENT THAT SUCH INFORMATION IS DETERMINED TO BE INACCURATE, ACCESS DISPLAY GROUP, INC. MAY IMMEDIATELY TERMINATE APPLICANT'S STATUS AS A RESELLER. APPLICANT SHALL BE LIABLE TO FULLY INDEMNIFY ACCESS DISPLAY GROUP, INC. FOR ANY DAMAGES OR COSTS INCURRED BY ACCESS DISPLAY GROUP, INC. AND RESULTING FROM OR AS A RESULT OF THE PROVISION OF SUCH INACCURATE INFORMATION BY APPLICANT.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Access Display Group, Inc.  
151 South Main Street, Freeport, New York 11520  
Tel: 800-289-1539 Fax: 877-842-5126  
Email: [customerservice@accessdisplaygroup.com](mailto:customerservice@accessdisplaygroup.com)

# Access Display Group, Inc. Dealer & Reseller Application

## DEFINITIONS

1. "Company" refers to Access Display Group, Inc.
3. "Program" refers to the Access Display Group, Inc. Partner Dealer/Reseller Program.
4. "Products" refers to the Access Display Group, Inc. Products available for resale by the Reseller.
5. "Reseller" and "Dealer" refers to company that is a member of the Access Display Group, Inc. Partner Reseller Program.
6. "End User" refers to Reseller's customers; that is, the party to whom Reseller resells Products.

## TERMS

(These terms supersede any standard terms and conditions we have, however this agreement does bind Dealer to all regular terms and conditions as well)

1. During the term of this agreement, Access Display Group, Inc. hereby grants the Reseller, upon terms and conditions set forth herein a non-exclusive right to provide Access Display Group, Inc. Products for Resale to its End Users.
2. Upon acceptance into the Program, Reseller shall have the right to purchase Products for resale to their End User customers. Access Display Group, Inc. reserves the right to add or discontinue Products at any time without prior notice. Reseller may establish at its own discretion the resale price of Products.
3. Product prices are exclusive of any taxes, fees, duties, value added, withholding, or other such amounts. Reseller shall certify to Access Display Group, Inc. that Reseller has a valid resale license for their state or other applicable region. Access Display Group, Inc. shall not charge sales tax on sales made to Reseller, since all sales are intended for resale to End Users when tax exempt certificate is provided. Reseller shall be responsible for assessment, collection, remittance, accounting, reporting, and all other such legal responsibilities of sales tax for Reseller's sales to End Users.
4. Reseller shall not purchase Product for Reseller's own use, or for resale to a sister company having the same effect, without the express permission of Access Display Group, Inc.
5. Access Display Group, Inc. shall extend payment terms of Net 30 days to Reseller. Failure of Reseller to collect payment for Product from End User shall not relieve Reseller of their obligation to pay any monies due to Access Display Group, Inc. Access Display Group, Inc. reserves the right to charge interest on any past-due amounts at an annual rate equal to the Prime Rate as published by the Wall Street Journal plus five (5) points, or the maximum rate permitted by law, whichever is less.
6. After receiving order from Dealer of Product, Access Display Group, Inc. will ship Product either directly to Reseller or drop and/or blind ship to Reseller's End User. Best shipping method will be determined by Access Display Group, Inc. as to how best to ship, when to ship, with whom to ship, unless instructed otherwise by Reseller, prior to shipping.

## RIGHTS AND OBLIGATIONS OF RESELLER

1. Reseller shall have no authority to modify in any way the terms of any Reseller Agreement, nor to make any representations or warranties contrary to the Reseller Agreements.
2. Reseller shall be responsible for all End User customer support, billing, and collection of payments from End User.
3. End Users shall be considered primarily the customer of Reseller. Access Display Group, Inc. will honor Reseller's request to contact or not to contact End User in the normal course of business. However, Access Display Group, Inc. reserves the right to maintain lists of End Users and contact End User if the need arises.
4. Reseller shall not send or cause to be sent any unsolicited email, including newsgroup postings, newsletters, presenting or involving Access Display Group, Inc. Products.
5. Reseller shall indemnify and hold Access Display Group, Inc. harmless from and against any and all claims, losses, or damages that may arise from Reseller's marketing, installation, sale, or support of any Access Display Group, Inc. Product.
6. Reseller shall be authorized to use certain Access Display Group, Inc. trademarks, graphics, symbols, or other content for use in promotion of Products. Such materials are to be provided by Access Display Group, Inc. to Reseller with the express intent of their use for such purposes. Use of such content shall be subject to Access Display Group, Inc. usage policies, which Access Display Group, Inc. reserves the right to change at any time for any reason. Reseller may also create their own content relating to Products, which Access Display Group, Inc. shall have the right to prevent Reseller from using if Access Display Group, Inc. finds it to be objectionable or for any other reason. Access Display Group, Inc. shall have no ownership rights or any other rights to content independently created by Reseller, except as provided for above.

## RIGHTS AND OBLIGATIONS OF SWINGFRAME

1. Access Display Group, Inc. shall extend to Reseller its normal return/credit policy, as contained in its standard Terms and Conditions. Reseller shall be responsible for any and all refunds to be issued to End User.
2. Access Display Group, Inc. reserves the right to refuse Reseller the right to promote Products or any other affiliation with Access Display Group, Inc.
3. Access Display Group, Inc. shall not be responsible for Acts of God, acts by third parties, or other events outside Access Display Group, Inc.'s reasonable control.
4. Nothing in this Agreement shall prohibit Access Display Group, Inc. from selling Products directly to any customer desired without involvement of or obligation to Reseller.
5. Reseller and any of Reseller's employees, officers, directors or agents agrees not to, directly or indirectly, distribute, disclose, disseminate, reverse engineer, or reproduce Access Display Group, Inc. designed and built Products except as provided for in this Agreement.
6. Reseller cannot use any Access Display Group, Inc. Product as part of Reseller's own product or service, or as a value-added component of its own product or service without express written approval of Access Display Group, Inc..
7. Reseller agrees that all of Access Display Group, Inc. rights, including but not limited to, Patents, trademarks, and copyrights, shall fully remain with Access Display Group, Inc. Reseller shall act merely as a Reseller of Products, and shall gain no rights over Access Display Group, Inc. or its manufactured Products.

## ACCEPTANCE AND TERMINATION

1. This Agreement shall become effective on and as of the date of execution of the Agreement by the parties to this Agreement.
2. Once accepted into the Program, this Agreement between Access Display Group, Inc. and Reseller shall remain in force until cancelled by either party; Access Display Group, Inc. may cancel the Agreement at any time for any reason, and Reseller may cancel at any time provided that all Products ordered by Reseller have been shipped and received by and accepted either by Reseller or End User. Termination of the Agreement shall not relieve Reseller of the obligation to pay any monies due to Access Display Group, Inc. Upon termination Reseller shall lose all rights granted under this Agreement.
3. Both Access Display Group, Inc. and Reseller agree that this Agreement does not establish an employer-employee relationship between Access Display Group, Inc. and Reseller. Each party shall conduct its business at its own location with its own employees and resources, and at its own expense. Reseller shall not be construed to be a legal partner of Access Display Group, Inc. Neither party shall have the right to incur any obligations on behalf of the other, except as otherwise provided herein.
4. This Agreement shall be governed by the laws of the State of New York. If any provision is found to be non-binding then the remaining provisions shall remain in force. In case of litigation to resolve issues between the parties, the prevailing party is entitled to compensation for reasonable legal fees. Any actions brought under this Agreement shall be brought before the appropriate court.

## EXCLUSION OF WARRANTIES AND LIMITATIONS OF REMEDIES

1. Access Display Group, Inc. makes no representations or warranties, express or implied, by way of example but not of limitation, of merchantability or fitness for any particular purpose. Access Display Group, Inc. shall not be held to any liability with respect to any claim by Reseller or third party on account of or arising from the use of Products.
2. In the event that the Reseller or any third party serves a claim against the Company for the alleged failure or non-performance of the Products, or any alleged defect in the Products, the complaining party's sole remedy shall be to require the Company either to repair the nonconforming or defective Products or any portion thereof, replace the non-conforming or defective Products or any portion thereof. Access Display Group, Inc. shall not be liable to any person, including Reseller, for any damages, including without limitation, consequential damages and damages from loss of profits, whether direct or indirect, that may be incurred as a consequence of that persons' use of the Products or from the distribution, marketing, delivery, modification, installation, or use of the Products. If for any reason, any of the foregoing limitations on liability are voided or ineffective, Reseller agrees that the Company shall not be liable to Reseller or to any customer(s) exceeding the amount of payment actually received by the Company.
3. Reseller shall not assign, transfer, and/or otherwise sell their rights in this Agreement without first obtaining in writing the express permission of Access Display Group, Inc.
4. This Agreement constitutes the entire Agreement and understanding between the parties. No term or provisions of this Agreement may be changed, waived, discharged without written approval of Access Display Group, Inc.

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