



# EarthBend Partner Application

## General Information & Requirements

If your company is "tax exempt," please include a copy of your tax exemption certificate or resale tax certificate. The certificate **MUST** be on file at the time of transaction to be tax exempt. If a valid state exemption/resale form is not on file at the time of sale Buyer is responsible for sales tax; invoices will not be revised. Requested information must be completed to avoid delay in processing your application. The information you input will allow you to have access to our online store, terms, and qualify you for our Partner Program.

Legal Company Name: \_\_\_\_\_ DBA Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Federal ID #: \_\_\_\_\_ Fax: \_\_\_\_\_ Credit Line Requested: \_\_\_\_\_  
 Date Business Commenced: \_\_\_\_\_ Financial statements required for requested credit lines of \$50,000 or higher.  
 Email Invoices: Yes \_\_\_\_\_ No \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Do You Use Purchase Orders: Yes \_\_\_\_\_ No \_\_\_\_\_ Who May Order: \_\_\_\_\_  
 Tax Exempt: \_\_\_\_\_ (please include copy of tax exemption certificate)  
 Can You Receive Cash Prizes: Yes \_\_\_\_\_ No \_\_\_\_\_

Please fill out the below section completely. The Partner Program contact will receive information on all items related to the EarthBend Partner Program. This includes emails, reports, promotional information, newsletters, promotional payouts and strategy planning sessions. In addition, all other listed company contacts listed will receive information limited to promotions, solution offerings, monthly newsletters and webinar details.

## Company & Partner Program Contacts

Company Contacts	Name	Email	Phone Number
Partner Program Contact:			
Accounts Receivable:			
Accounts Payable:			
Sales Manager:			
Sales Engineer:			
Sales Representative:			
Renewals Contact:*			

\*EarthBend will send notifications regarding maintenance/product renewals to the contact information provided here.

## Bank Information

Bank Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Account #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Trade Information** (required for net terms to be considered)

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Account #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address2: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Account #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Acknowledgement**

The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

**Authorized Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Terms & Conditions**

I hereby certify that the information herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions or businesses listed on this credit application to release necessary business or personal information to EarthBend in order to verify the information contained herein. Any credit limits over \$50,000 will need to provide audited/interim financial statements. This form may be reproduced or photocopied and a faxed copy shall be as effective consent as the original, which I have signed. In consideration for the extension of credit, said business promises to pay for all purchases within the agreed terms of Net 30 days and agrees to pay a service charge per month of 1.50% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. I also agree to receive information on EarthBend's Preferred Partner Program. This information includes, but is not limited to: information on the status of your company's registration, reports, promotional information, newsletters, and strategy planning sessions. TERMS & CONDITIONS qualifying Business Partners must have an Account & Terms set up with EarthBend to take advantage of partner program benefits. Business Partner's account must be in good standing in order to qualify for program benefits. Business Partner award payouts are paid to the partner program contact only. Business Partners can distribute the funds and prizes within their organizations as they see fit. Each individual is responsible for any federal, state or local income tax associated with the prizes won and is required to complete a W-9 prior to receiving the prize. EarthBend is not responsible for lost orders or any case where an order is not properly received or acknowledged. Final interpretation of rules or resolution of any disputes will be made by EarthBend management, who reserves the right to update or make changes to the program at any time. EarthBend reserves the right to replace any prize(s) with item(s) of equal or comparable value without notice. Fulfillment of incentives may take up to eight weeks from the end of promotion.

**EarthBend Distribution Contacts**

Donna Warner - VP of Finance - 605.789.5670 - [donna.warner@earthbend.com](mailto:donna.warner@earthbend.com)  
 Wade Hoffman - EarthBend Distribution General Manager - 605.789.5663 - [wade.hoffman@earthbend.com](mailto:wade.hoffman@earthbend.com)  
 EarthBend Accounting - Accounts Receivable - [accounting@earthbend.com](mailto:accounting@earthbend.com)



## About These Terms

These are EarthBend, LLC's ("EarthBend's") Terms and Conditions and you should read them carefully as they apply to your use of EarthBend.com, EarthBendDistribution.com and any order you may place with EarthBend in any other manner. For the purposes of these Terms and Conditions, unless otherwise noted, all references to EarthBend include EarthBend.com, EarthBendDistribution.com and EarthBend, LLC. If placing an order online, you will be prompted to accept these Terms and Conditions during the ordering process, and you will be bound by the Terms and Conditions that were in place at the time of your use of the websites or when you placed your order, if such order was placed in any other manner. The most recent version of these Terms and Conditions are available at EarthBendDistribution.com. Your access to and use of EarthBend.com and EarthBendDistribution.com and your ability to place an order with EarthBend is subject exclusively to these Terms and Conditions, and by using these websites or placing an order, you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using these websites and should refrain from placing an order. EarthBend reserves the right to change these Terms and Conditions at any time, and your continued use of the websites following any changes shall be deemed to be your acceptance of such changes. Only these terms and conditions apply to the sale of products by EarthBend. Any other terms and conditions will only apply if they have been expressly accepted by EarthBend.

## Shipping

EarthBend understands that shipping charges can easily keep an organization in the red or the black when dealing with third-party solutions. That is why EarthBend does everything it can to keep your freight expenses as low as possible. Our general freight guidelines and exceptions are listed below for your reference. If you have questions regarding a potential freight charge, please reach out to an EarthBend team member for more specific information.

- All non-ground/expedited orders are charged freight.
- Minimum freight charge is \$15.00.
- Freight will be ZERO dollars for all non-physical items regardless of cost.
- Select Level EarthBend Partners receive free shipping on ground orders over \$1,500.00.
- Premier Level EarthBend Partners receive free shipping on ground orders over \$1,000.00.
- Elite Level EarthBend Partners receive free shipping on ground orders over \$500.00.
- Resellers paying by credit card are not eligible for free shipping benefits.
- Any order shipped FedEx Freight where EarthBend is invoiced, the cost of the freight will be invoiced to customer.
- All orders going to Canada, Hawaii and Alaska are charged freight.
- A minimum ICC order of \$1,700 is required to receive free ground shipping (including oversized items and premise cable).
- All orders that require special shipping or lift gates (Chatsworth, APC, Minuteman, etc.) are charged freight.
- All large flat panel displays are charged freight.
- Any order with product(s) that may have excessive weight will be charged freight. Excessive weight limits may vary by carrier, manufacturer, etc.
- Certain battery backup solutions that are too heavy to be delivered normally via UPS or FedEx are charged freight.

## Payment Terms

In consideration for the extension of credit, you promise to pay for all purchases within the agreed terms of Net 30 days and agree to pay a service charge of 1.50% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by you, you agree to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

All payments must be made in U.S. dollars. For your convenience, EarthBend accepts Visa, MasterCard, Discover and American Express. Please read the information below regarding our payment term exceptions:

- You agree to payment terms of Net 30 days from the date of invoice if EarthBend has approved your credit.
- Payments made by credit card are subject to a 3% service charge and freight costs.
- Wire transfers or ACH payments may be subject to additional bank fees payable by you.
- Payments made after 30 days may be subject to a late fee service charge up to 1.50% of invoice value.
- If you pay with a Visa, MasterCard or Discover card AFTER your balance has been on terms, EarthBend will charge an additional 1% fee based off the total revenue when card is processed.

This document was last modified on July 6, 2017.

Applicant Initials Required: \_\_\_\_\_



## Returns

EarthBend offers a thirty (30) day return policy on most products sold. Manufacturer restrictions may apply. All returns must be accompanied by original invoice and an authorized RMA number. For defective product return shipments, manufacturers require that VAR be responsible for return freight charges. You may obtain additional details and any applicable updates from your dedicated technology consultant or by emailing [sales@earthbenddistribution.com](mailto:sales@earthbenddistribution.com).

## Pricing

Product availability, pricing, and fees are updated frequently, but at times we need to change the cost of the product, either up or down, and reserve the right to do so without any further notice. Pricing is not finalized until the date of shipment of the order.

## Warranties & Limitation of Liability

You understand that EarthBend is not the manufacturer of any of the products sold by EarthBend and the only warranties offered are those of the manufacturer. Any warranties offered by the manufacturer shall be your exclusive remedy. However, EarthBend agrees to pass through any third party warranty that EarthBend receives from the manufacturer of the products to you, to the extent permitted by the manufacturer. The extent of any third party warranty details, terms and conditions, remedies and procedures may be expressly stated on, or packaged with, or otherwise accompanying the products.

EXCEPT AS OTHERWISE PROVIDED ABOVE, EARTH BEND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, RELATED TO ANY PRODUCTS SOLD THROUGH THIS WEBSITE OR ANY OTHER MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. IN NO EVENT SHALL EARTH BEND BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RELATING TO OR ARISING FROM ANY PRODUCT SOLD OR THIS WEBSITE, WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. You hereby expressly waive any claim that you may have against EarthBend based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights with respect to any product sold by EarthBend and also waive any right to indemnification from EarthBend against any such claim made against you by another party.

## Confidentiality

The information transmitted through these websites is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, re-transmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited.

## Trademarks

These websites contains many trademarks, trade names, service marks, copyrights, and/or logos of EarthBend and may also contain several protected marks of EarthBend's numerous affiliates. Such marks remain the property of their respective owners. By using these websites, you acknowledge such ownership and that you do not acquire, through use of these websites, any right, title, or interest in the marks. You agree that you will not change, modify, and/or exploit the marks, nor participate in any activity which modifies and/or exploits such marks. All rights to these marks are reserved. Any use of the marks without expressed written authorization is strictly prohibited.

## Prohibited Use

Any use of these websites for an illegal or objectionable purpose is strictly prohibited. By using these websites, you agree that you will not use these websites to engage in any activity that could be deemed illegal, harmful to others, or give rise to civil liability. Such activities include, but are not limited to: (i) activities involving the transmission of unlawful, threatening, harassing, obscene, sexually explicit, pornographic, hateful, profane, libelous, or defamatory information; (ii) activities involving the transmission of junk mail or spamming; (iii) activities involving the promotion or use of viruses; (iv) activities that violate any law, regulation or statute; and/or (v) activities that infringe upon any legally protected property right, etc. By using these sites, user agrees that any



and all information transmitted to or with the use of these sites cannot and shall not be deemed confidential or proprietary. EarthBend reserves the right to monitor transmissions and investigate any alleged prohibited use of these websites and to disclose any and all information relating to such prohibited use. EarthBend, its officers, directors, affiliates, employees, agents, partners, subsidiaries, and/or contractors shall not assume, and expressly disclaim, any and all liability relating to an individual's illegal or prohibited use of these websites. Any violation of this or any other section contained herein may result in termination of service and or any other action EarthBend determines appropriate under the circumstances.

### Third-Party Relationships

These websites may contain links to other sites. These links are provided merely to assist the user. These sites are independent of EarthBend's sites, and EarthBend does not and cannot control the content and/or representations of such sites. The information presented via these links may not necessarily reflect those beliefs held by EarthBend. The inclusion of a link does not mean that EarthBend accepts or endorses any of the content contained in such site. You are responsible to protect yourself while associating with the linked site. EarthBend, and its officers, directors, affiliates, employees, agents, partners, subsidiaries and/or contractors disclaim any and all responsibility or liability for content contained on such linked sites and will not be held accountable for any damages, of any kind, incurred by those who visit such sites.

### Modifications and Waiver

These websites may contain typographical errors or technical inaccuracies. EarthBend reserves the right to modify the content of these websites at any time without prior notice. EarthBend's failure to enforce any section of these terms and conditions shall not be construed as a waiver of such provision.

### Severability

If one or more of the provisions contained in these terms and conditions are held to be unenforceable under applicable law, such provision shall be appropriately limited in its scope. If any such limitation is not feasible, such provision shall be excluded from these terms and conditions and the balance of these terms and conditions shall be enforceable.

### Force Majeure

Notwithstanding any other provision set forth in these terms and conditions, EarthBend shall not be liable for any failure or delay in its performance due to any cause beyond EarthBend's reasonable control, including, without limitation, any act of war or civil insurrection, national emergencies, acts of God, fire, explosion, vandalism, storm, earthquake, flood, embargo, riot, sabotage, industry-wide strikes, lockouts, work stoppages or other labor difficulties, industry-wide supplier failures, unavailability of materials, rights of way or governmental acts; provided, however, that EarthBend shall use its commercially reasonable efforts to correct promptly such failure or delay in performance to the extent consistent with then applicable law and regulatory requirements and appropriate in light of then existing circumstances.

### Indemnification

By using EarthBend's websites and/or placing an order with EarthBend by any other manner, you hereby agree to indemnify, defend, and hold harmless, EarthBend, its officers, directors, affiliates, employees, contractors, subcontractors, agents, partners, and subsidiaries from and against all claims, actions, suits, demands, costs, and damages (including reasonable attorney's fees) asserted by any third party as a result of your use of these websites or resale of any of the products purchased from EarthBend. EarthBend has the right to control any defense pertaining to this section.

### Relationship

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership, or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other Party.

### Governing Law

These terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota, without regard to any choice of law principles.

This document was last modified on July 6, 2017.

Applicant Initials Required: \_\_\_\_\_



## Jurisdiction

By using these websites, you hereby agree and irrevocably consent to submit to the exclusive jurisdiction and venue of the courts of the State of South Dakota and of the United States of America located in the State of South Dakota for any and all claims arising from the use of these websites.

## Entire Agreement

These terms and conditions constitute the full and entire understanding and agreement between the parties pertaining to the subject matter and supersede in their entirety any and all written or oral agreements previously existing between the parties with respect to the subject matter.

## Acknowledgement

The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

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

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

