



DEALER AGREEMENT & APPLICATION

Please complete, sign, and return this form
by fax to (250) 374-2692

Billing Address:		Shipping Address: (if different)	
Company Name:		Company Name:	
Hereinafter, referred to as "Dealer"			
Street Address:		Street Address:	
City, State, Zip Code:		City, State, Zip Code:	
Telephone:	Fax:	Telephone:	Fax:
Email address for order confirmations and general correspondence:		Email:	

General Information

Please indicate product categories that you have experience with (this helps us determine relevant referrals for your region):

- Filter Cartridges & Housings
 Water Softeners
 Iron Treatment
 Reverse Osmosis
 UV Disinfection
 Chlorination
 Shower Filters
 Tankless Water Heaters
 UV Disinfection
 Tannin Treatment
 Ultrafiltration
 Arsenic Treatment
 Uranium Treatment
 Acid Neutralization

Please indicate brands that you currently carry (this helps us identify how we can best serve you):

- Pentek
 Harnsco
 Hydronix
 Sterilight (Viqua)
 UVMax (Viqua)
 UV Pure (Hallett)
 Fleck
 Clack
 Structural Tanks
 Purolite
 DOW Filmtec
 Pro Chemicals
 Birm
 Next-Sand
 GE
 Osmonics
 Other _____

Please list the cities, towns, markets that you service (this helps us determine relevant referrals):

Type of Business (if other, please indicate below):

- Individual
 Partnership
 LLC
 Corporation
 Joint Venture

of Years in Business:

Website:

Owner / Principal #1:

Social Security No: (Optional)

Owner / Principal #2:

Social Security No: (Optional)

Are Written Purchase Orders Required?
 Yes No

Business License Number:

Federal Tax ID Number:

State Resale/Sales Tax Number:

Accounts Payable Contact:

Phone Number & Extension:

Fax Number:

Email Address:

Dealer Website Access

All of our dealers have free access to our online dealer website which provides 24/7 access to pricing, product resources, and the ability to submit electronic purchase orders directly into our system. Please select a username and password to access this system. We recommend that your password contain numbers and letters. The username and password ARE case-sensitive.

USERNAME: _____ PASSWORD: _____ (min. 7 characters)

Credit Card

For new customers, we generally apply all purchases to a credit card on file (VISA or Mastercard) upon shipment. Credit terms are available to regular long-term customers.

Please apply purchases on the account of _____ (name of company) to my credit card as follows:

Credit Card Number

Expiry

Name on Card:

Signature of Cardholder

Terms & Conditions

If Dealer abides by all terms of this Agreement and is current on all payments and obligations to HomePlus, HomePlus will supply Dealer in the regular course of its business, consistent with its standard credit policies, wholesale pricing structure, and subject to the availability of merchandise, all of which are subject to change without notice. HomePlus will use its best efforts to inform Dealer of any anticipated product supply shortages and anticipated pricing changes. Dealer shall conduct its business operations in compliance with all applicable federal, provincial, state, and local regulations and refrain from unethical, misleading, or deceptive advertising, promotion, or sales efforts. Dealer shall collect and remit all required sales and other taxes as required by law. At no time shall Dealer represent itself as an employee or direct agent of HomePlus. HomePlus and Dealer are independent contractors. HomePlus shall submit an invoice to Dealer prior to each shipment of Product ordered by Dealer. The invoice shall cover Dealer's cost for the Products in a given shipment plus any freight, taxes, and other applicable costs as agreed upon by the parties or required by law. All orders must be prepaid until a credit application has been completed, reviewed, and approved by HomePlus Products Inc. In the event that credit terms are approved by HomePlus in writing, and granted to Dealer, Dealer agrees to abide by said credit / payment terms and to pay interest of 2% per month on all overdue balances. Dealer also agrees to pay all of HomePlus' costs and expenses (including reasonable collection costs) to enforce and preserve HomePlus' collection rights under this Agreement. HomePlus may accept or reject any order in whole or in part at its discretion.

Dealer agrees to abide by HomePlus', product return policies and procedures, as established from time to time. Dealer shall inspect all shipments for damage immediately upon receipt and promptly report any damage discovered to HomePlus. HomePlus shall replace the damaged product or immediately refund Dealer's purchase price and associated shipping, at its sole discretion. Shipping damage reported after 15 days of delivery shall be replaced or refunded only at the discretion of HomePlus as the time period for reporting damage and filing related insurance claims with the freight carrier may have expired.

Dealer shall be solely responsible for, and shall indemnify and hold HomePlus Products Inc. free and harmless from, any and all claims, damages, or lawsuits (including attorney's fees) arising out of failure of any product purchased from HomePlus, the acts or omissions of Dealer, its employees or agents, and from any claims or liabilities arising out of, or in connection to, any breach by the Dealer of its obligations under this Agreement, including, without limitation, any penalties, interest, attorney's fees and disbursements incurred by HomePlus.

HomePlus' total liability under any cause of action arising under this Agreement shall not exceed the amounts received by HomePlus from Dealer under this Agreement in the transaction giving rise to the liability. In no event shall HomePlus have any liability to the Dealer or any third party, for any lost profits or costs of procurement of substitute goods or services, or for any other indirect, special, or consequential damages resulting from the use of the Products, or the failure of the Products to perform, or for any reason, or arising under any cause of action.

HomePlus may terminate this agreement at any time, for any reason. Upon termination of this Agreement for any reason, HomePlus shall not be liable to Dealer for, and Dealer expressly waives all rights to compensation, indemnities or damages of any kind, whether on account of the loss by Dealer of present or prospective profits, commissions, anticipated orders, expenditures, investments, or commitments made in connection with this Agreement, goodwill created, or on account of any other reason.

This Agreement and the application or interpretation of it shall be governed exclusively by the terms and by the laws of the Province of British Columbia and each party irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia, without reference to conflict of laws principles.

Acceptance and Approval

Signing this application and agreement form indicates your acceptance of the terms and conditions as stated above.

Date:

Name of Authorized Representative:

FOR OFFICE USE ONLY

Title:

Reviewed By:

Date Reviewed:

Signature:

Approved By:

Date Approved: