

## RESELLER/CREDIT APPLICATION PRINTER PRODUCTS TO BE COMPLETED BY RESELLER PLEASE TYPE OR PRINT

FEDERAL TAX ID	
RESALE TAX NO. DUNS NO. (D & B)	
BUSINESS FOUNDED/YEARS	

REP CODE \_\_\_\_\_\_
Sales Team \_\_\_\_\_

Price Level \_\_\_\_\_

INDIVIDUAL \_\_\_\_\_

PARTNERSHIP \_\_\_\_\_

CORPORATION

ISI INFORMATION ONLY

RETURN TO: CREDIT DEPT. credit@impressionsolutions.com OR by FAX: (662) 245-1170

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REET ADDRESS		TELEPHONE			FAX		
TY	STATE		ZIP		COUNTY		
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b Address:			_				
ESIDENT/OWNER		(Address)		(City)	(State)	(Zip)	
BILLING INFORMATION							
Addı	ress		( ) - Phone Number	Email Address		Title	
				_			
	City	State	Zip Code				
CTS PAYABLE CONTACT	(Email Address)		(Phone)		(Fax)		
SALES TAX STATUS							
Taxable	Exe	empt	If tax exempt,	please include a si	igned copy of curr	ent tax-exempt	
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## RESELLER TERMS OF SALE

**Impression Solutions Inc.** (hereinafter "ISI") and the Reseller, named on the attached Application, agree that if Reseller's Application is approved by ISI, then the sale of the Products shall be governed by these Terms of Sale.

**Term -** This Reseller relationship will commence on the date of the acceptance by ISI and will continue in perpetuity unless cancelled by either parties. Either party shall have the absolute right to cancel this relationship at any time, for any reason, with written notice to the other party.

Authorized Product(s) - Reseller shall only be authorized to purchase from ISI the printers and related Products ("Products") that are sold Authorized Reseller by ISI. ISI shall have the absolute right to not sell or discontinue the sale of any Products to Reseller at any time. By written notice to Reseller, ISI may limit the geographical areas in which Reseller may sell certain, or all, Products.

Prices, Payment, and Shipping Terms - The purchase prices for the Products and the terms of payment shall be set forth on the Reseller price list which ISI may change with notice to Reseller. ISI shall ship the Products in accordance with its normal shipping policies and procedures. ISI reserves the right to allocate the Products in any manner it deems appropriate. Whether it is suspected at delivery or is noted only after the shipment has been opened, the reseller must notify ISI within three (3) business days of a shortage and/or a damaged shipment. Notification should be confirmed in writing. If damaged product was shipped on reseller's freight account reseller is responsible to contact their freight carrier direct and must follow their guidelines.

Warranty - ISI will provide Reseller with copies of the Reseller Warranties for the Products. THESE WARRANTIES SHALL BE IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ISI SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF THE USE OR, OR INABILITY TO USE, ANY PRODUCTS PURCHASED HEREUNDER. Reseller shall assist ISI in carrying out its end user warranty policies and procedures for the Products.

<u>Service</u> - Prior to being authorized by ISI to purchase and sell certain Products, or to continue to sell certain Products, Reseller will be required to meet ISI service criteria and requirements.

<u>Security Interest</u> If ISI extends credit to reseller, then Reseller shall grant ISI a continuing security interest in the products, now owned or hereinafter acquired from ISI and the proceeds there from. Upon a request for credit, Reseller shall execute a standard security agreement, UCC financing statements, and any other documents necessary to perfect ISI's security interest.

<u>Trademarks</u> - Reseller acknowledges the validity of the trademarks affixed to the Products, and that ISI has the right to use such trademarks. Nothing contained herein shall give Reseller any interest or right in the trademarks or other trade names affixed to the Products. Reseller may not use "ISI" or "Impression Solutions, Inc." as part of its corporate trade or business name, or in any other manner not approved or authorized by ISI. When this relationship ends, the Reseller shall no longer hold itself out or represent to the public that it is an authorized Reseller of ISI, or use the ISI name or logo in any way.

<u>Delays -</u> ISI shall not be liable for damages or delays caused by strikes, venders, lock-outs, accidents, delays in manufacturing, delays in carries, acts of God, governmental action, or allocation of Products.

Miscellaneous - A) Reseller is an independent contractor. This relationship shall not create a partnership, franchise, or agency between ISI and Reseller, and no act or obligation of either party shall in any way bind the other, except as expressly set forth herein. B) If Reseller's purchase order contains terms and conditions which vary or are inconsistent with theses terms, then theses terms shall govern. C) No interest or right hereunder may be assigned by Reseller with out the prior written consent of ISI. D)

Reseller shall be responsible for all finance charges at 1.5% or maximum allowed per state laws of all accounts that exceed the stated terms, and all other cost, including reasonable attorney's fees, for collecting for unpaid Products, or of any other disputes with Reseller. E) Copies of this Agreement that bear an authorized signature, which are received by facsimile machine shall be binding on the signing Party. F) These Terms of Sale set forth the entire understanding of the parties which will be governed and construed by the laws of Mississippi, and may be amended from time to time with written notice to the Reseller. G) Return and cancelation policy may vary and/or be subject to guidelines of price list policy and/or subject to a ten percent restocking fee on certain orders. This policy will be based upon ISI's discretion on any orders placed or shipped. H) All new reseller accounts will be shipped C.O.D., cash with order, cashier's check or credit card until credit is approved.

Terms of Sale. In addition, authorization and consent are hereby given by Reseller for any organization which does business with Reseller to release credit and financial information about Reseller to Impression Solutions, Inc.						
(Reseller's Authorized Representative's Signature)	(Title)	(Date)				