

**DEALER APPLICATION**

 Net 10  Credit Card Prepay  Net 30  Other  \_\_\_\_\_

<b>Company Name:</b>	<b>Phone Number:</b>	<b>Years in Business:</b>	<b>Legal Business Structure:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
<b>Bill To Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Ship To Address:</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>State &amp; Date Incorporated:</b>	<b>D &amp; B Number:</b>	<b>Website Address:</b>	

**Name of Owner, Partners or Officers**

<b>Name:</b>	<b>Title:</b>	<b>Phone #:</b>	<b>Email:</b>	<b>SS#:</b>
<b>Address:</b>	<b>City &amp; State:</b>	<b>Zip Code:</b>		<b>How Long With Company?</b>
<b>Name:</b>	<b>Title:</b>	<b>Phone #:</b>	<b>Email:</b>	<b>SS#:</b>
<b>Address:</b>	<b>City &amp; State:</b>	<b>Zip Code:</b>		<b>How Long With Company?</b>

**Trade References**

<b>Name:</b>	<b>Phone #:</b>	<b>Account #:</b>
<b>Address:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Current Terms:</b> <input type="checkbox"/> Prepay <input type="checkbox"/> Net 10 <input type="checkbox"/> Net 30 <input type="checkbox"/> COD		
<b>Name:</b>	<b>Phone #:</b>	<b>Account #:</b>
<b>Address:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Current Terms:</b> <input type="checkbox"/> Prepay <input type="checkbox"/> Net 10 <input type="checkbox"/> Net 30 <input type="checkbox"/> COD		
<b>Name:</b>	<b>Phone #:</b>	<b>Account #:</b>
<b>Address:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Current Terms:</b> <input type="checkbox"/> Prepay <input type="checkbox"/> Net 10 <input type="checkbox"/> Net 30 <input type="checkbox"/> COD		

**Bank Information**

<b>Name of Bank:</b>	<b>Phone #</b>	<b>Type of Account:</b>	<b>Account #:</b>
<b>Address:</b>	<b>State:</b>	<b>Zip Code:</b>	
<b>DO NOT USE – INTERNAL NOTES</b>			
<b>Date Approved:</b>	<b>Terms:</b>	<b>Account #:</b>	
<b>Email Verified By:</b>		<b>Web Verified By:</b>	

Applicant represents and warrants that the information contained in this application is true, accurate and complete, and acknowledges that any misstatement or omission shall subject Applicant to adjustment or termination of credit terms, in the sole discretion of AIMS. Applicant shall provide AIMS with updated credit information, as necessary and /or requested by AIMS, including, without limitation, annual financial statements. Applicant hereby authorizes the above named bank(s) and trade reference(s) to furnish all information requested by AIMS in its investigation and evaluation of Applicant's credit. AIMS shall maintain the confidentiality of any information received by concerning Applicant and shall use information for credit and investigation and evaluation purposes.

In the event that Applicant's application for credit with AIMS is approved, Applicant shall and hereby does accept and agree to all terms and conditions of sale as follows: (1) Terms of Payment stated on invoices from AIMS and (2) Should customer fail to pay an invoice when due, Customer hereby agrees to pay month late charge of 2% per month of balance outstanding 60 days and over (3) No products can be returned without prior authorization by AIMS (4) Customer agrees to pay \$20.00 handling charge on each returned check. Applicant further agrees that, if any invoice is not paid according to its terms, Applicant's account shall be deemed delinquent and subject to among other things: (1) Suspension of RMA privileges and (2) reevaluation of possible downgrading of credit terms. Applicant agrees to pay all costs of mediation, without limitation, cost of court and reasonable attorney fees.

Any legal action to enforce any of the terms of this or any other agreement shall be governed by the laws of the State of Nevada and may be instituted in state or federal court.

**Firm Name:** \_\_\_\_\_ **Federal ID #:** \_\_\_\_\_ **Tax Exempt Certificate # (please include copy)** \_\_\_\_\_

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Terms & Conditions

**Customer shall and hereby does accept and agree to all terms and conditions of sale as follows:**

(1) Terms of Payment stated on invoices from AIMS® and (2) Should customer fail to pay an invoice when due, Customer hereby agrees to pay month late charge of 2% per month of balance outstanding 60 days and over (3) No products can be returned without prior authorization by AIMS® (4) Customer agrees to pay \$25.00 handling charge on each returned check. Customer further agrees that, if any invoice is not paid according to its terms, Customer's account shall be deemed delinquent and subject to among other things: (1) Suspension of RMA privileges and (2) reevaluation of possible downgrading of credit terms. Applicant agrees to pay all costs of mediation, without limitation, cost of court and reasonable attorney fees. AIMS Power only accepts returns on AIMS Power branded products. All other brands our subject to their respective manufacturers. AIMS Power may, at its sole discretion, accept returns of non-AIMS Power branded products if AIMS Power sold the product and the product is unopened and brand new in new sellable condition.

(2) . Jurisdiction; Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Reno, Nevada. Each party hereby agrees that such courts shall have co-exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the co-exclusive personal jurisdiction and venue of such courts.

**PAYMENT METHODS:** Wire transfer, check or Net 30 (upon credit approval) terms are acceptable. Net 30 payments must be received within 30 days of purchase order/invoice date.

Send Payments To: AIMS Power  
Attn: Accounts Receivable  
9550 Gateway Drive  
Reno, NV 89521

**SHIPPING:** Orders processed by 2:00PM Pacific Standard Time Monday-Friday will be shipped within 24 hours, unless the products are on back order. Please be aware that our shipping options are offered for weekday delivery only.

**PRICING:** All prices are subject to change without prior notification. **INTERNATIONAL:** All duties and taxes associated with international shipping charges are the responsibility of the customer.

**SHIPPING & HANDLING CHARGES:** Shipping and handling charges are non-refundable, including any charges incurred for COD orders, Saturday delivery or shipments that are refused. Shipping and Handling Rates are subject to change without prior notice. Oversize items and some destinations may be subject to additional charges.

AIMS Power **PRODUCT WARRANTY POLICY** AIMS Power will either repair, replace, or refund at its option, defective AIMS Power branded products according to the specified warranty periods below:  All AIMS Power branded products—1,2, 5 or 10 year warranties depending on product. Warranty is void if product has been altered, scratched, damaged or tampered with in any way.

## **TO RETURN MERCHANDISE:**

OBTAIN AN RMA # FROM AIMS POWER DIRECT

1. All returns must have a RMA number for processing.
2. Packages without a RMA number on the outside of the package will not be accepted.

**RETURN PACKAGING** – Repack the product in its original packaging, along with all manuals and related materials. Place the packaged product in a protective outer box. The RMA number must be clearly marked on the outside box / package. Please Note: We must receive all original products in order to process your return or exchange. AIMS Power is not responsible for products that are damaged due to poor packaging or lost shipments. Remember to keep your Tracking Number.

**RETURN SHIPPING CHARGES** – The customer is responsible for shipping charges on returned products; AIMS will send replacements via Ground freight at no charge. We recommend shipping via ground.

**RETURN SHIPPING METHOD** – AIMS Power strongly recommends you fully insure your return shipment in case it is lost or damaged in transit. We also recommend you use a carrier that can provide you with proof of delivery for your protection. Remember to keep your Tracking Number.

**RETURN PRODUCT PACKAGING** – It is the customers responsibility to make sure the returned merchandise is properly packaged and protected for shipping. We recommend you insure your package for the purchase value.

**PRODUCT DAMAGED IN TRANSIT** – If your product arrived DAMAGED in transit, it is best to REFUSE it back to the carrier attempting delivery. Please inform AIMS Power of the refusal. If you accept the package, make sure it is noted on the carrier's delivery record in order for AIMS Power to file a damage claim. Save the merchandise and the original box and packing it arrived in; notify AIMS Power immediately to arrange for a carrier inspection and pick up of the damaged merchandise.

**RETURNED PRODUCT CONDITION: LIKE NEW CONDITION** – All returned products must be returned 100% complete, including all of its components, all original boxes and packing materials, manuals, blank warranty cards and other accessories provided by the manufacturer.

**INCOMPLETE, SCRATCHED or DAMAGED CONDITION** – AIMS Power reserves the right to refuse crediting the customer's account and the product will be returned to the customer.

**DEFECTIVE PRODUCT** – After 30 days, defective product may be returned for repair or exchange only, at AIMS's option. **OUT WARRANTY OR NON-DEFECTIVE PRODUCT**- Any Product that is returned and deemed to be of working condition or out of warranty the customer is responsible for return shipping back to their location,

if this charge has not paid within 90 days of notification, AIMS Power has the right to dispose of or destroy the product. This also applies to items returned without Proof of Purchase or an RMA Number. No exceptions.

Upon receipt of an RMA number, ship returns to the following address:

AIMS Power

Attn: Returns Dept. 9550 Gateway Drive Reno, NV 89521

Any legal action to enforce any of the terms of this or any other agreement shall be governed by the laws of the State of Nevada and may be instituted in state or federal court.

**Please sign and return this form in agreement to these terms and conditions**

Customer Name \_\_\_\_\_ Title \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Please submit this application by email, fax or mail.

sales@aimscorp.net

AIMS Power™

9550 Gateway Drive

Reno, NV 89521

Phone: 775-359-6703 Fax: 775-359-6753

# Minimum Advertised Pricing Policy/Agreement

Effective January 1, 2020, a Minimum Advertised Price (MAP) on all AIMS Operating Corp., Inc. (AIMS Power) products will be in effect. International accounts must reflect pricing as translated into their local currency.

AIMS Power has been building a brand of strong recognition and a high perceived value since 2001. By not adhering to the established Minimum Advertised Price (MAP) a reseller can have a dramatic effect of diminishing or detracting from the perceived value of the AIMS Power brand and its products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' products, if they are advertised at prices that will eliminate any legitimate retail competition. Our MAP pricing policy is intended for consumers to purchase from other resellers based on loyalty and customer care expectations. Therefore, if AIMS Power agrees to allow your company to sell its products, you will need to agree and abide by the following requirements and restrictions.

The MAP policy shall work under the following guidelines:

- 1) The Minimum Advertised Price for any AIMS Power product shall not be less than our MAP price supplied at time terms and conditions are signed or as are readily available at any time upon request. MAP pricing is established by AIMS Power and may be adjusted by AIMS Power at its sole discretion.
- 2) The MAP for all AIMS Power products shall be no more than the MAP provided in the AIMS Power Price Sheet and is lower than MSRP which is also listed on the AIMS Power price sheet.
- 3) The MAP policy applies to all advertisements of AIMS Power products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage.
- 4) The MAP policy is not applicable to: 1) Any in-store advertising that is displayed only in the store and not distributed to any customer(s) outside of their store. 2) Any email newsletters sent to your customer database.
- 5) The inclusion in advertising of free or discounted products (whether made by AIMS Power or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- 6) If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 7) MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone. AIMS Power dealers and sales representatives remain free to sell these products at any price they choose.
- 8) MAP does not establish maximum advertised prices. All dealers and sales representatives may offer AIMS Power products at any price in excess of the MAP.
- 9) AIMS Power's MAP policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

- 10) Dealer agrees to hold all trademarks and copyrights of AIMS Power as the property of AIMS Power and use advertising materials provided by AIMS Power in an authorized manner only.
- 11) Intentional or repeated failure to abide by this policy will result in termination of dealership or sales representatives. AIMS Power does not intend to do business with dealers or sales representatives who degrade the image of AIMS Power and its products. It is AIMS Power's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
- 12) E-Bay and Other Auction Web Sites Policy:
  - "Buy it Now" options must be listed at a price equal to MAP or greater.
  - For auctions the reserve and/or opening bids must start at MAP without a "Buy it Now" option.
  - Best Offer Auctions Are Not Allowed
- 13) Negotiated Contracts: From time to time it may be explicitly approved by AIMS Power in writing to sell certain AIMS Power products at below MAP pricing. The discount amount and length of time will be determined at the time of this approved promotion by AIMS Power.
- 14) AIMS Power may run a sale from time to time and in such case the MAP will be the same as the sale price on those particular items and on those particular dates. AIMS Power will send out a notice in advance with details of the special.
- 15) Sales representatives of AIMS Power products will supply a copy of the AIMS Power MAP policy to any new or existing reseller to be filled out, acknowledged and returned to AIMS Power. This form shall be signed and returned to AIMS Power and in doing so, will bind the reseller to abide by the MAP and reseller requirements spelled out in this document.

# MAP Agreement Confirmation

This MAP policy has been established by AIMS Power to help ensure the legacy of AIMS Power as a top producer Power Inverter Products and accessories and to protect the reputation of its name and products. The MAP policy is also designed to ensure dealers and sales representatives have the incentive to invest resources into services for AIMS Power customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Agreed to by:

Company name: \_\_\_\_\_

Any and all other names by which this company operates (including names used on Online Stores):

\_\_\_\_\_

Authorized Person's name printed: \_\_\_\_\_

Authorized Person's Signature: \_\_\_\_\_

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

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

Dealer City/State/Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Website URL: \_\_\_\_\_

If in agreement with this policy then please fill out the requested information and sign it. You may fax the 3<sup>rd</sup> page to: 775-359-6753 or you may scan the 3<sup>rd</sup> page and email to: [sales@aimscorp.net](mailto:sales@aimscorp.net)

**IMPORTANT:** As of January 1<sup>st</sup> 2020, no shipments will be made to any wholesaler or distributor without having completed this form and returning it to AIMS Power. Accounts set up prior to 2020 must have a MAP agreement on file.