



If you are interested in becoming a Distributor/Reseller of APP Products, please complete and submit this form for consideration.

## Company Information

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

Doing Business As (DBA): \_\_\_\_\_

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

State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

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

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

Please check boxes to indicate agreement to the following:

Payment Terms: If you resell equipment, do you agree to APP's standard payment terms:

- New Equipment Orders: 40% with order, 50% prior to shipment, Balance Net 30.
- Demo Equipment Orders: 50% with order, Balance when sold, or 6 months whichever comes first.
- Materials, parts: Net 30 days from shipment from APP.

Sales / promotion activities: If you resell materials, parts or equipment, do you agree to the following:

- Actively promoting the sale of APP products.
- Provide APP a copy of current price lists for APP products.
- Provide updated lists of Sales and Technical personnel who will be involved in selling and supporting APP products (monthly, or as changes occur).
- Provide training to Sales and Technical Support personnel incurring the costs of travel to and from APP's training facilities.
- Include APP products in your literature, catalogs, website, newsletters, social media or any other promotional materials or sites. *(Please provide a description of your current marketing strategy for APP products.)*



**Confidentiality Agreement: Do you agree to the following:**

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- All information exchanged by APP and customer under this agreement are subject to the Confidentiality Agreement entered into, attached as Appendix 1 (under the signed agreement).

**Service Support activities. If you offer Service to your customers, do you agree to the following:**

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- Accept APP's warranty which is parts only for one year from the date of shipment from APP, excluding wear items, under normal operating conditions. Labor, travel, shipping, and other related charges are not covered in APP's warranty.
- Offer additional warranties which may include on-site service, service contracts or preventive maintenance contracts.
- Provide APP with your service response times and coverages areas.
- Offer discounted service rates to customers who place blanket orders for materials.
- Offer discounted parts to customers who place blanket orders for materials.
- Offer training for your staff by taking part in factory service or installations.
- Offer training to your staff by having them travel to APP for Service Training.

**Non-compete Agreement. Do you agree to the following:**

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- Not compete with APP by selling competitive products which include bagging machines that uses preopened bags or other auxiliary equipment used in automatic bagging operations.
- Not seek quotes from other manufactures that compete with APP.
- Accept the capabilities of APP and its products and not receive goods from competitors which may or may not exceed the capabilities of APP.
- Not attempt to build, design, or sell any equipment that is not manufactured by APP for the preopened bags systems.

**Registered List of Customers. Do you agree to the following:**

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- Register all potential customers with APP upon the initial contact by providing all contact information (APP will enter the customer and note you as the Distributor of record).
- Provide updated lists of active customers who purchase or use APP products.
- Register all purchasers of APP equipment for warranty purposes include maintenance contracts.



Extent of Liability. Do you agree to the following:

- Except for cases of willful acts or gross negligence on the side of APP, APP shall have no liability for any indirect loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of APP, or in any way out of or in connection with the performance or purported performance of, or failure to perform the Contract except: death or personal injury resulting from the Distributors negligence; and as expressly stated in these conditions.

Claims Notification. Do you agree to the following:

- Notification of goods that have been delivered damaged, are not of the correct quantity, or do not comply with their description, shall be within 7 days after their delivery.
- Complaints of defective product shall be notified to APP within 7 days of the delivery of the Goods or after you have received the complaint from a customer, or in the case of any defect which is not reasonably apparent on inspection, within 7 days of the defect.
- For non-apparent issues: RMAs will only be provided for product that has been shipped within 12 months from APP. Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods, if possible. APP shall be afforded reasonable opportunity and facilities to investigate any claim made under this condition. APP shall have no liability with regard to any claim in respect of which Distributor has not complied with the claims procedures in these conditions.

Non-Delivered, damaged, or incorrectly shipped goods. Do you agree to the following:

- If APP establishes that any Goods have not been delivered, have been delivered damaged, or do not comply with their description, APP shall, at its option, replace with similar Goods any Goods which are missing, lost, or damaged, or do not comply with their description, provide a credit to their invoice value, or repair any damaged Goods.
- If APP establishes that any Goods are defective, APP shall, at its option, replace with similar Goods or repair any defective Goods, issue a credit. To the extent that the Goods are not of APP's manufacture, APP will assign to Distributor (so far as APP is able to do so) any warranties given by the manufacturer of the Goods to APP. The delivery of any repaired or replacement Goods shall be at the Distributor premises or other delivery point specified in the original Goods.  
*Under no circumstance shall the liability of APP to DISTRIBUTOR, or DISTRIBUTOR's Customer under this condition exceed the invoice value of the Goods.*



Breach of Contract. Do you agree to the following:

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- Will you sign a Distributor Agreement, based on your answers to the above questions?
- Where a party is in material breach of its obligations under the finalized Agreement, the other party shall be entitled to terminate the Agreement immediately and without notice.
- Pay compensation for any loss sustained as a result of such breach.

Intellectual Property. Do you agree to protect APP Intellectual Property according to these terms:

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- All tools, price lists, patents, materials, drawings, specifications, and other data provided by APP shall remain its property.
- All technical or sales information, patented, or unpatented, copyright, and registered designs arising from the execution of any orders shall become the property of APP.