



Hoodman Corporation
 20445 Gramercy Place #201
 Torrance, CA 90501
 310-222-8608
 800-818-3946
 310-222-8623FAX
 www.hoodmanusa.com
 sales@hoodmanusa.com

HOODMAN DEALER APPLICATION

BUSINESS CONTACT INFORMATION

| | | | |
|-----------------------------|--------|-----------|--|
| Title: | | | |
| Company Name: | | | |
| Phone: | Fax: | E-mail: | |
| Registered Company Address: | | | |
| City: | State: | Zip Code: | |
| Date Business Commenced: | | Website: | |
| Re-Seller Tax ID# | | | |

BUSINESS AND CREDIT INFORMATION

| | | | |
|-----------------------------------|----------|-------------|--------|
| Primary Business Billing Address: | | | |
| City: | State: | Zip Code: | |
| Accounts Payable Contact (A/P): | | | |
| A/P Phone: | A/P Fax: | A/P E-mail: | |
| Bank Name: | | | |
| Bank Address: | | | |
| City: | State: | Zip Code: | |
| Bank Contact: | | | |
| Bank Phone: | Fax: | | |
| Bank Account #: | | | Email: |

CREDIT REFERENCES

| | | | |
|------------------|--------|-----------|--|
| Reference #1: | | | |
| Address: | | | |
| City: | State: | Zip Code: | |
| Phone: | Fax: | E-mail: | |
| Type of Account: | | | |
| Reference #2: | | | |
| Address: | | | |
| City: | State: | Zip Code: | |
| Phone: | Fax: | E-mail: | |
| Type of Account: | | | |
| Company Name: | | | |
| Address: | | | |
| City: | State: | Zip Code: | |
| Phone: | Fax: | E-mail: | |
| Type of Account: | | | |

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. By submitting this application, you authorize Hoodman Corporation to make inquiries into the banking and credit references that you have supplied.

SIGNATURES

| | |
|--|--------------------------|
| <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> | HOODMAN USE ONLY: |
| APPLICANT SIGNATURE | HOODMAN USE ONLY: |
| DATE: | AUTHORIZED BY: |
| | DATE: |



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FIRST ORDER MUST BE PAID BY CREDIT CARD

CREDIT CARDHOLDER INFORMATION

| | |
|----------------------|--|
| Name on Credit Card: | |
| Type of Credit Card: | VISA MASTERCARD AMEX DISCOVER (Circle One) |
| Company Name: | |

CREDIT CARD INFORMATION

| | |
|---------------------|------------------|
| Credit Card Number: | |
| Expiration Date: | |
| Billing Address: | |
| City: | State: Zip Code: |
| Phone: | |

AUTHORIZED USER OF CREDIT CARD

| | |
|--------------------|--|
| Name: | |
| Company: | |
| Phone Number: | |
| Email Address: | |
| Identification: | |
| Relation to Owner: | |

AUTHORIZATION OF CARD USE

I certify that I am the authorized holder and signer of the credit card reference above.
 I certify that all information above is complete and accurate. I authorize Hoodman Corporation to keep this form on file and charge my first order to this card number. This authorization will remain in effect until it is specifically revoked in writing. It is the responsibility of the cardholder to notify Hoodman Corporation of the new expiration date when a credit card has been renewed, or if a card has been cancelled or revoked.

Terms: Once your first order has been shipped you will be given Net 30 Days.

****Note**:** ALL PAST DUE ACCOUNTS WILL BE NOTIFIED IN WRITING AND WILL BE GIVEN 7 DAYS TO PROVIDE PAYMENT FOR ALL ORDERS PAST 30 DAYS. IF YOU HAVE NOT NOTIFIED HOODMAN WITH YOUR PAYMENT INTENTIONS WE WILL CHARGE THE AMOUNT TO THIS CARD.

Free Domestic (UPS Ground) Shipping with Purchases over \$500.

| | |
|-----------------------|--|
| Cardholder Name: | |
| Authorized Signature: | |
| Date | |



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Reseller Terms and Conditions

ENTIRE AGREEMENT: This Agreement is between Hoodman Corporation extending the credit to the (“Seller”) and the Applicant named herein (“Buyer”). These terms and conditions along with the terms and conditions on Seller’s invoice and delivery ticket which are incorporated by reference (together referred to as “TERMS”) represent the entire agreement between the parties. No other terms, including those on the Applicant’s Purchase Order, which are different may add to, modify, supersede or otherwise alter the TERMS without express written approval signed by an authorized representative of the Seller. All other terms are hereby rejected.

PAYMENT: Applicant agrees to pay for the products according to the TERMS. Payment TERMS are net 30 days from date of invoice. No early payment discounts are offered. If applicant fails to make any payment to Seller when due, the Applicant’s entire account(s) with Seller shall become immediately due and payable; and Seller may repossess and remove any such product without notice or demand or may require the Applicant to assemble the collateral and make it available to allow Seller to take possession. If Applicant is in default for non-payment, then in addition to other remedies, Applicant agrees to reimburse Seller all costs of collections, including reasonable attorneys’ fees.

SECURITY: To secure payment and performance of all obligations, Applicant hereby grants Seller a Purchase Money Security Interest in all inventory, equipment, and goods distributed by Seller, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Seller, wherever located, now owned and hereafter acquired. The security interests extends to all repossessions and returns; and all proceeds from the sale, lease, or rental; and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Seller’s security interest is explicitly limited to outstanding obligations between Seller and Applicant.

WARRANTY: The Applicant’s sole and exclusive warranty, if any, is that provided by the Product’s Manufacturer. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, WILL SELLER BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER’S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

DEFECTIVE MERCHANDISE: Please contact the Seller for a Return Material Authorization (RMA). The remedy for an RMA is at the sole discretion of the Seller and can include but is not limited to replacement product or a credit to the Buyer’s account.

SIGNATURES

HOODMAN USE ONLY:

APPLICANT SIGNATURE

DATE

AUTHORIZED BY:

DATE:



2010

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MINIMUM ADVERTISED PRICING (MAP) POLICY

Hoodman Corporation actively supports the advertising and promotion of its products by its domestic dealers and international dealers through materials provided by Hoodman Corporation at no or nominal cost. Hoodman Corporation has built a strong reputation and following among consumers and has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of Hoodman Corporation products. Hoodman Corporation has established a minimum advertised price ("MAP") on all Hoodman Corporation products. The policy applies to all dealers and distributors.

Hoodman Corporation has established a minimum advertised price (MAP) on all their products. The policy applies only to U.S. dealers.

The MAP policy shall work under the following guidelines:

- 1) The MAP for all subject Hoodman products shall be listed on each Official Direct Dealer price list. MAP pricing is established by Hoodman for specific Hoodman products and may be adjusted by Hoodman at its sole discretion.
- 2) The MAP policy applies to all advertisements of subject Hoodman products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and public signage. The MAP policy is not applicable to any in-store advertising that is not distributed to any customer.
- 3) 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 customer within the dealer's retail location or over the telephone.
- 4) MAP does not establish maximum advertised prices. All dealers may offer Hoodman products at any price in excess of the MAP established for such product.
- 5) Hoodman'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.
- 6) Final checkout price on all internet orders will not be below MAP (Irregardless of the amount of click-thrus for better pricing).
- 7) Failure to abide by this policy will result in immediate loss of Hoodman (RAW) dealer status.
I understand and agree to adhere to this MAP Policy.

SIGNATURES

HOODMAN USE ONLY:

APPLICANT SIGNATURE

DATE:

AUTHORIZED BY:

DATE: