



# SVS, Inc.

## U.S RESELLER AGREEMENT

Thank you for applying for SVS dealer status. SVS, Inc. takes great pride in providing the highest quality lifts and accessories available. SVS truly values the Manufacturer/Dealer relationship and seeks to provide the most cooperative, informative and mutually beneficial environment possible to achieve and/or exceed the expectations of both our Dealers and, ultimately, end-users.

As an approved SVS, Inc. dealer, your company is subject to the following rights, privileges and responsibilities:

### I. DEALER RIGHTS AND PRIVILEGES:

- Ability to sell SVS Inc.'s full product line of patented lifts and accessories.
- Ability to purchase directly from the factory at dealer discounts without manufacturer imposed sales quotas.

### II. ELIGIBILITY:

SVS products are sold exclusively to approved SVS Dealers. Qualifications for approval as an SVS dealer include but are not limited to:

- Existing status as a full service Audio/Video Dealer including a direct purchasing relationship with at least one other Audio/Video Manufacturer, preferably projector/display manufacturers.
- Ability to accept responsibility for installation of SVS Products.
- Ability to accept responsibility for all on-site technical support and service of SVS Products, including electronic trouble shooting of the lifts' circuits and solid state control.

The dealer's eligibility is determined solely by SVS, Inc., at its discretion.

### III. DEALER RESPONSIBILITIES:

Approved SVS Dealers agree to accept the following responsibilities and to provide the following services in accordance with the SVS, Inc. warranty (see Terms and Conditions):

- Compliance with all terms, conditions, policies and procedures outlined in these guidelines.
- All product installation and to provide its best efforts in following-up with the application.
- All on-site technical and mechanical product support and service. (SVS providing factory support only).
- Purchaser agrees to indemnify and hold harmless SVS, INC. from and for any and all damages, including attorney's fees and costs, incurred by SVS, INC. in connection with any claim, demand, liability or cause of action asserted by SVS, Inc. for personal injuries, loss of life, property damage, or economic losses by purchaser or its employees, agents, representatives or any other person or entity in connection with any statutory, contractor or warranty breach, negligence, strict liability or other tortuous conduct by SVS, INC.
- As an approved SVS, INC. dealer, your "Dealer's/Vendor's" insurance is primary to any other insurance coverage. SVS, INC. requires the "Dealer/Vendor" to agree to provide Certificates of Insurance with adequate insurance limits and to name SVS, INC. as an additional insured and certificate holder under your insurance policy.

## PURCHASING FROM SVS, INC.

Many of the products provided by SVS are custom. All custom products are non-returnable once production is started. Other products are subject to cancellation and/or re-stocking fees once an order has been processed (see Terms and Conditions).

SVS works with the dealer to provide quoted sizes and other dimensional requirements based upon the information provided by the Dealer. In addition, SVS provides Purchase Order Confirmations which specify finalized dimensional requirements, shipping dates, total order pricing and other pertinent information.

To release the order to production, our dealers are required to verify that all of the information is correct and applicable to the project by signing the PO confirmation and returning it back to SVS, Inc. via fax or e-mail. Orders will not be released to production until the signed PO confirmation is returned.

Cancellations or changes made after the confirmation is returned will be subject to a cancellation/change fee. Requests for cancellations, hold, changes must be done in writing via email or fax. Orders will be subject to a 15% cancellation/change fee if order is canceled before production has started or to a 40% restocking fee after production has started. Custom made products are non returnable or non refundable once production has started.

It is the responsibility of the Dealer to verify that all information provided on the Purchase Order Confirmation is consistent with any previous quotes and is correct and applicable to the installation.

## TERMS AND CONDITIONS

### Payment Terms

- Terms: Prepay with 50% down payment to start production and the balance by the ship date.
- Payments Accepted: Check, ACH or Wire Transfer (SVS does not accept payments by credit card).

Note: If dealer fails to make payment when due, SVS may delay or stop production and pursue any legal or equitable remedies, in which event SVS will be entitled to reimbursement for costs of collection and reasonable attorney's fees.

## RESTOCKING CHARGES/CANCELLATION FEES

The following SVS Products are custom made and are non-returnable once production has started:

Acc. FP1 Ceiling Closure  
Accessory #2 Plenum Shroud  
Accessories #13 and #13R Platforms  
Any customized product

All other products not mentioned specifically (scissor lifts) are made-to-order and subject to a 15% cancellation fee if the order is cancelled or changed after the signed SVS purchase order confirmation has been returned and production has not started. If the order is cancelled or changed after production has started, a cancellation/change fee will be based on the percentage of the order completed, up to the total cost of the order. If an order is cancelled and does not ship within 30 days of cancellation, the product will revert to SVS, Inc. ownership.

## RETURN OF GOODS

All returns are accepted solely at SVS Inc.'s discretion. Return of goods for repair, warranty, or credit must have a RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER to be accepted. Such numbers can be obtained from SVS upon request. Upon issue of a RMA number, please return the unit(s), freight prepaid, with the RMA number marked clearly on the box/crate and packing slip. The use of this number insures proper identification of the returned products and will promote fast processing of returns for credit or repair. Any products returned for credit must be uninstalled/unused and returned within 30 days of invoice (in original crate). All returned products must be in their original condition. SVS will inspect all merchandise. If the cost of returning the merchandise to "resale" condition exceeds the 40% restocking fee, the dealer will be charged the greater cost.

## LIMITED WARRANTY

SVS, Inc. provides a limited warranty on all products to cover failures due to defects in materials or workmanship which occur during normal use. The limited warranty does not cover failures as a result of accident, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, modification or service by anyone other than a factory authorized person or company. Specific product warranties are as follows:

### **Scissor Lifts and Electronic Accessories:**

90 Day Factory Labor

5 Year Parts

1 Year Lift Motor

Proof of date of original purchase will be required before warranty performance is rendered.



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**DISCLAIMER**

SVS reserves the right to change terms and conditions including but not limited to pricing, discounting, restocking and cancellation fees without notice.

**RELATIONSHIP OF THE PARTIES**

Except as provided in the Dealer Agreement, the endeavors of SVS, Inc. and Dealer are and shall remain independent of each other, and that SVS, Inc. and its Dealer are not and do not intend to become joint venturers or partners.

**TERMINATION OF THE AGREEMENT**

This agreement may be terminated by either party at any time upon receipt of written notification.

**AUTHORIZATION AND APPROVAL**

This agreement is not effective until dealer application is approved by SVS, Inc.

Please sign below and complete the attached Dealer Application Form in full if you would like to be considered for dealer status. Return signed copy to SVS. If you have any questions regarding the information requested, please contact us.

The undersigned attests to be an authorized representative of the stated company and to have read, understand and agree to all terms, conditions, policies and procedures outlined in the SVS Dealer Agreement.

**Signature (below) grants permission for SVS, Inc. to contact the supplied references to verify dealer status.**

I understand that by providing SVS, Inc. my phone and fax number (s), on behalf of the company specified above, I am authorized to and hereby consent for the company to receive pricing, product and discount information sent by or on behalf of SVS, Inc. via fax or e-mail.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

2513 Jenks Avenue, Panama City, FL 32405- Ph: 850-522-4747- Fax: 850-522-4739  
www.svslifts.com sales@svslifts.com

**COMPANY INFORMATION**

Company Name:		Primary Contact:	
Phone:	Fax:	Email:	
Organization Type	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
Sale Tax Resale Number:	Length of Time in Business:		Years      Months
Market:	<input type="checkbox"/> Pro AV/Commercial	<input type="checkbox"/> Home	<input type="checkbox"/> Both
Business Specialty:			
Services Provided: <input type="checkbox"/> Consulting <input type="checkbox"/> Design <input type="checkbox"/> Installation <input type="checkbox"/> Sales <input type="checkbox"/> Service			
Full-Time Electronic Technician: <input type="checkbox"/> YES <input type="checkbox"/> NO			
If YES, What Industry Certifications are held:			
If NO, how will on-site service be provided?			

<b>BILLING ADDRESS</b>	<b>SHIPPING ADDRESS</b> <input type="checkbox"/> SAME AS BILLING
Address:	Address:
City:	City:
State:                      Zip:	State:                      Zip:
Phone:	Phone:
Fax:	Fax:

**REFERENCES (ONE MUST BE AN AUDIO/VIDEO MANUFACTURER)**

1) Account Number:	Phone: Email:
2) Account Number:	Phone: Email:

**SVS OFFICE USE ONLY**

Approved By:	Title:	Date:
Comments:		