

# Hybrid <sup>2</sup>HydroTech

## AUTHORIZED DEALER APPLICATION FORM

### APPLICANT INFORMATION

FULL NAME OF BUSINESS: \_\_\_\_\_

DBA NAME (If Applicable): \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

POSTAL ADDRESS (if not the same as above): \_\_\_\_\_

TYPE OF BUSINESS: (check one) Sole Proprietorship \_\_\_\_\_, Partnership \_\_\_\_\_, Corporation \_\_\_\_\_

IF CORPORATION, DATE OF INCORPORATION: \_\_/\_\_/\_\_

### NAMES OF OWNERS, DIRECTORS, and/or PARTNERS:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

### MONTHLY PURCHASE COMMITMENT. (check one)

<\$5K, (0%) \_\_\_\_\_, +\$5K - \$10K, (5%), \_\_\_\_\_, +\$10K - \$25K, (10%), \_\_\_\_\_,  
+\$25K - \$50K, (20%), \_\_\_\_\_, +\$50K (25%)

I/We the undersigned Applicant/s declare that the information provided is true and correct, and agree to the Terms and Conditions listed in this agreement, and understand that they may be modified by Hybrid Hydrotech, LLC from time to time. I/We acknowledge that trading terms are Cash or Credit Card unless otherwise agreed to in writing by an Authorized Officer of Hybrid Hydrotech, LLC. I/We agree to be held personally liable for any outstanding debts for goods and services received from Hybrid HydroTech, LLC. I/We agree that we will not disclose, use, or modify and use, any information shared with us regarding the HydroTube, including design, materials, and operating principals. I/we acknowledge that the terms and conditions to become an Authorized Dealer have been specifically drawn to our attention and that we have read, understand, and accept them without reservation.

### BANK REFERENCE:

BANK NAME: \_\_\_\_\_ BANK ADDRESS: \_\_\_\_\_

BANK CONTACT \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

Applicant/s Initial/s \_\_\_\_\_

Applicant/s Initial/s \_\_\_\_\_

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## APPLICANT CERTIFICATION

I/we certify that I/we are authorized to legally bind the business listed below to this agreement, and that we have read and fully agree to these terms and conditions.

\_\_\_\_\_  
Business Name

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Print Print

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Print Print

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ the day of \_\_\_\_\_, 20\_\_.

Personally known: \_\_\_\_\_

Produced Identification: \_\_\_\_\_,  
(Type of Identification)

\_\_\_\_\_  
Notary Public Seal

\_\_\_\_\_  
Signature of Notary Public

**Include a copy of the business certificate of incorporation and mail application to: Hybrid Hydrotech, LLC, P.O. Box 18168, Panama City Beach, FL 32417**

## HYBRID HYDROTECH, LLC

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Print Print

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Applicant/s Initial/s \_\_\_\_\_

Applicant/s Initial/s \_\_\_\_\_

**P.O. Box 18168, Panama City Beach, FL 32417  
Tel: 850-570-2824 / Fax 877-309-1951**



**TERMS AND CONDITIONS HYBRID HYDROTECH, LLC**

1. Except where specifically expressed, all prices quoted are exclusive of any tax, import, duty or other levies, and will be added to order. All prices are subject to change without notice. All price quotes are valid for 30 days from date of quote.
2. Delivery dates and times for goods and services listed in Hybrid Hydrotech, LLC's price list or web, page are estimates only. Hybrid Hydrotech, LLC shall not be liable for any loss or damage whatsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services. Hybrid Hydrotech, LLC reserves the right to deliver by way of partial shipments. Cancellation of a sales order shall not be allowed after the goods have shipped or services have been delivered.
3. Hybrid Hydrotech, LLC reserves the right to cancel sales orders without prior notice if payment has not been received at least fourteen (14) days after order is received. Estimated delivery time begins upon receipt of payment.
4. Insurance against loss or damage by the shipper is the Authorized Dealer's responsibility. Insurance can be added at the Authorized Dealer's request and expense prior to shipping via a change order and payment for the additional insurance. Hybrid Hydrotech, LLC will not be responsible for any damages or loss whatsoever during transit once goods are shipped.
5. Responsibility for the safe delivery of products shall pass from Hybrid Hydrotech, LLC as soon the products are shipped from Hybrid Hydrotech, LLC's facility.
6. A purchase order, or equivalent, must be issued to Hybrid Hydrotech, LLC. Orders must clearly state: the Business Name, Name and Signature of Purchasing Manager, Product Model Number(s), Number of Units, Unit Pricing, Shipping Fees and Taxes, Total Order Value, Delivery Address, Requested Delivery Date, Bill-to Address (if different than shipping address), and Special Requirements/Conditions. A valid quote from Hybrid Hydrotech, LLC, signed and dated by the Authorized Dealer will qualify as an acceptable purchase order. Orders are accepted via mail, email or fax:
7. Verbal orders over the telephone will not be accepted.
8. Authorized Dealers are required to purchase on a Cash, or Credit Card, basis for at least six months before Hybrid Hydrotech, LLC will consider granting a credit account. Company checks will be accepted after the check has cleared Hybrid Hydrotech LLC's bank. At the sole discretion of Hybrid Hydrotech, a credit account may be granted to an Authorized Dealer with sufficient sales volume and an acceptable credit rating. Authorized Dealers with a credit account must maintain their account within their credit limit. Additional orders will not be accepted and all amounts exceeding the credit limit will be due immediately. Invoices unpaid for more than 90 days will incur a monthly late fee of 18% on the unpaid balance including previous late fees, compounded each month until the invoice has been paid in full.
9. In the event that the Authorized Dealer fails to pay an outstanding account balance owed to Hybrid Hydrotech, LLC, or the Authorized Dealer enters into an arrangement with its creditors, or goes into receivership or liquidation, Hybrid Hydrotech, LLC shall:
  - (a) Be entitled to a general lien on all property or goods belonging to the Authorized Dealer for any outstanding amount owed to Hybrid Hydrotech.
  - (b) Have the right to immediately pay unpaid invoices owed by the Authorized Dealer to Hybrid Hydrotech, LLC with any funds remaining in the Authorized Dealers credit account. Unpaid debts will become due and payable immediately.
  - (c) Reserves the right to cancel the Authorized Dealers credit account without prior notice.
10. In the event of any default in payment for more than 90 days by the Authorized Dealer may, at its discretion, Hybrid Hydrotech, LLC reserves the right to record the default with credit rating providers.
11. In the event of any default in payment, the Authorized Dealer shall pay to Hybrid Hydrotech, LLC its costs incidental to the recovery of such sums as may be due including, but not limited to, all legal and collection fees.

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12. Until Hybrid Hydrotech, LLC has been paid in full for products supplied to the Authorized Dealer:

- (a) The Hybrid Hydrotech, LLC supplied products shall remain the property of Hybrid Hydrotech, LLC.
- (b) Hybrid Hydrotech, LLC shall retain full legal and beneficial title to Hybrid Hydrotech, LLC supplied products that are affixed or added to other products until Hybrid Hydrotech, LLC has been paid in full.
- (c) The Authorized Dealer shall store the Hybrid Hydrotech, LLC supplied products in such a way that they can be readily identified as being the property of Hybrid Hydrotech, LLC.
- (d) The Authorized Dealer shall be at liberty to sell Hybrid Hydrotech, LLC's products and services in the ordinary course of business on the basis that the Authorized Dealer shall be under a fiduciary duty to Hybrid Hydrotech, LLC to pay Hybrid Hydrotech, LLC any unpaid balance from the proceeds of such sale. The Authorized Dealer may retain the remainder of the proceeds from the total amount owed to Hybrid Hydrotech, LLC after Hybrid Hydrotech, LLC has been paid in full. Payment to Hybrid Hydrotech, LLC will include all expenses incurred by Hybrid Hydrotech, LLC obtaining the amount owed. All contracts or sales made by the Authorized Dealer shall be concluded in the name of the Authorized Dealer.
- (e) Hybrid Hydrotech, LLC may at any time revoke this agreement by certified letter to the Authorized Dealer for any of the reasons listed below:
  - 1. Does not purchase the minimum monthly purchase commitment agreed to in this agreement,
  - 2. Is more than 90 days late paying invoices that are due Hybrid Hydrotech, LLC,
  - 3. If checks or credit cards, provided by the Authorized Dealer are declined by Hybrid Hydrotech, LLC's bank, or
  - 4. If Hybrid Hydrotech, LLC, determines the Authorized Dealer's credit rating is insufficient.
- (f) This agreement shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all, of the assets or undertakings of the Authorized Dealer, or upon the appointment of a Liquidator, or the Authorized Dealer enters into bankruptcy.
- (g) Upon determination that this agreement is revoked under section (e) or (f), the Authorized Dealer shall place the Hybrid Hydrotech, LLC products and products referred to in (b) at the disposal of Hybrid Hydrotech, LLC. Hybrid Hydrotech, LLC, or its assignees, shall be entitled to enter upon the premises of the Authorized Dealer for the purpose of repossessing such products from the premises.
- (h) Additional sales to the Authorized Dealer will be at the discretion of Hybrid Hydrotech, LLC on strictly cash basis only. Sales will be made subject to Hybrid Hydrotech, LLC's standard terms and conditions. In consideration of Hybrid Hydrotech, LLC granting the Authorized Dealer credit,

13. The return of a product for warranty service to Hybrid Hydrotech, LLC must be first authorized in accordance with the following process:

- (a) The Authorized Dealer, or end customer, must take pictures of the product that needs service before it is packaged for shipment. These pictures must be emailed to, and received by, Hybrid Hydrotech, LLC before an RMA will be issued.
- (b) The Authorized Dealer or end customer must call Hybrid HydroTech, LLC to explain the problem and obtain a "Return Merchandise Authorization Number" (RMA).
- (c) The Authorized Dealer or customer will package return the product to be returned in a way that protects it from damage during shipping, and write the RMA Number on the shipping package.
- (d) At their cost the Authorized Dealer, or end customer, **must insure and ship** the defective product to Hybrid Hydrotech, LLC or a Hybrid Hydrotech Authorized Service Center.
- (e) Upon arrival and inspection of the returned product the Authorized Dealer, or end customer, will be informed of the problem. If the problem is covered by Hybrid Hydrotech, LLC's limited 90 day warranty, Hybrid Hydrotech will repair the product per the terms of Hybrid Hydrotech, LLC's limited warranty policy.
- (f) The Authorized Dealer, or end customer, must pay for return shipping and insurance costs.
- (g) At it's discretion Hybrid Hydrotech, LLC will repair the original Hybrid Hydrotech, LLC product or replace it with a new or refurbished equivalent Hybrid Hydrotech, LLC product.

14. Hybrid Hydrotech, LLC will not accept returns for credit.

15. Hybrid Hydrotech, LLC shall not be liable to the Authorized Dealer or the Authorized Dealer's servants, agents, customers, or representatives for any direct, indirect, incidental or consequential loss or damages including, but not limited to, loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect costs, overhead expenses, and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributed to the purchase and use of Hybrid Hydrotech, LLC products.

16. This agreement specifically prohibits any reverse engineering of Hybrid Hydrotech, LLC's proprietary products, designs, prototypes, equipment, and technology I certify that as an Authorized Dealer I will not copy, duplicate, sell, share design details, product details, or any intellectual property provided to me regarding the HydroTube or other products as may be offered by Hybrid Hydrotech, LLC in the future.

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17. These terms and conditions are deemed to be incorporated into all quotations and sales contracts (express or implied) for the supply of goods and services to the Authorized Dealer and supersede all terms and conditions previously issued by Hybrid Hydrotech. No sales contract for the supply of goods or services shall exist between Hybrid Hydrotech, LLC and the Authorized Dealer except upon these terms and conditions unless their exclusion or modification is agreed to in writing by Hybrid Hydrotech.
18. All orders placed by the Authorized Dealer incorporates these terms and conditions. Each order by Authorized Dealer is subject to acceptance or rejection by Hybrid Hydrotech, LLC and is not binding on Hybrid Hydrotech, LLC prior to Hybrid Hydrotech, LLC's acceptance of it. Hybrid Hydrotech, LLC may refuse to proceed with any sales contract at any time if the Authorized Dealer's credit becomes unsatisfactory to Hybrid Hydrotech, LLC.
19. The Authorized Dealer applicant agrees to pay Hybrid Hydrotech, LLC to supply products and/or services at the agreed price(s) within the terms of this agreement. A credit account may be provided to Authorized Dealers who have traded with Hybrid Hydrotech, LLC over time and have a satisfactory history. A credit balance will be extended at the sole discretion of Hybrid Hydrotech, LLC.
20. Any contracts entered into between Hybrid Hydrotech, LLC and the Authorized Dealer shall subject to jurisdiction of Florida or Utah at the discretion of Hybrid HydroTech, LLC.
21. The Authorized Dealer gives permission to Hybrid Hydrotech, LLC to inquire from credit providers and credit reporting agencies information about the Authorized Dealer's credit rating. The Authorized Dealer understands that this information can include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other. The Authorized Dealer expressly authorizes Hybrid Hydrotech, LLC to obtain any information it requires to verify credit worthiness.
22. The Authorized Dealer understands and agrees that the credit information may be used for the following purposes:
- (a) To determine the credit limit of the Authorized Dealer.
  - (b) To notify credit reporting agencies as to the status of the Authorized Dealer's credit.
  - (c) To exchange information with other credit providers as the status of Authorized Dealer's credit.
  - (d) To update the Authorized Dealer's credit worthiness from time to time
23. Hybrid Hydrotech, LLC reserves the right to change the terms and conditions without prior notice.
24. The parties agree to treat all information in this agreement with strict confidentiality.
25. Failure by Hybrid Hydrotech, LLC to enforce any of the terms or conditions herein shall not be deemed a waiver a right to enforce them at a later time, and shall not be deemed a waiver of any subsequent breach of any of terms and conditions of this agreement.

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