

APPLICATION FOR DEALERSHIP/PCO AND/OR CREDIT

In order to establish you as a dealer/PCO, we need at least 3 supplier references. Be sure to include fax and telephone numbers for each trade reference and bank. If you have a credit reference sheet prepared, please sign the bottom of our application. If you are paying with credit card or prepay, please list other products you are selling for the discount.

FULL LEGAL NAME OF COMPANY _____

OTHER NAMES UNDER WHICH COMPANY DOES BUSINESS _____

IS COMPANY A LIMITED LIABILITY CORPORATION? (L.L.C.) YES NO

TYPE OF BUSINESS _____ CONTACT PERSON: _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

RESALE# _____ FED ID# _____

VISA/MC/AMEX/DISC # (IF CHARGING) _____ EXP _____

WEBSITE _____ E-MAIL _____

OWNERS OR OFFICERS	TITLE	ADDRESS	CITY	STATE	ZIP	PHONE

BANK REFERENCE _____ ACCT# _____

PHONE _____

SUPPLIER REFERENCES (Give only names of those whom you have Dealer status with. Please include fax numbers)		
Name:	Fax:	Tel:
Name:	Fax:	Tel:
Name:	Fax:	Tel:
Name:	Fax:	Tel:
Name:	Fax:	Tel:

The above information is true and correct and is submitted for the purpose of securing credit. In consideration for extending credit, applicant agrees that payment will be made with BIRD BUFFER LLC invoice terms according to the jurisdiction of the state of Washington. In the event that suit is filed to collect any money due, applicant agrees to pay attorney's fees in an amount the court may deem reasonable. Applicant agrees to pay a late payment charge of 2% per month (Late charge of \$35.00 if over 45 days) on any past due account.

DATE _____ SIGNATURE _____ PRINTED NAME _____ TITLE _____
If incorporated, an officer of the corporation must sign. (President, Vice President, Secretary, Treasurer only) If a sole proprietorship, the owner must sign. If a partnership, all partners must sign.

BIRD BUFFER LLC DEALER/PCO AGREEMENT

All BIRD BUFFER LLC dealers/PCO'S must demonstrate their capabilities and intent to sell BIRD BUFFER LLC products by qualifying under BIRD BUFFER LLC guidelines.

1. Dealers must have a place of business wherein customers can be referred to see BIRD BUFFER LLC equipment and have such equipment professionally demonstrated.
2. If dealer carries competitive product, dealer agrees to attempt equal advertisement and sales time to BIRD BUFFER LLC product.
3. Dealers must have a resale number or the equivalent.
4. Dealers must complete application and show that they are currently selling like equipment and are in good standing with at least three other equipment manufacturers.
5. Dealers must purchase and advertise the recommended fluid for all BIRD BUFFER LLC equipment. (If other fluids are used in BIRD BUFFER LLC machines, the warranty and guarantee is voided).

Therefore, in consideration of the covenants herein contained the parties hereby further agree as follows:

1. Dealer will at all times conduct themselves and their business as ethical, moral, legal, and in a financially sound manner and will not engage in any activities which would bring disrepute on the good name or image of BIRD BUFFER LLC or its products. "Dealer" has been granted no permission by BIRD BUFFER LLC to pursue or sign additional dealers of the BIRD BUFFER LLC product and must sell product at a reasonable retail cost.
2. Dealer shall operate from the address as filled out on this application unless notification to BIRD BUFFER LLC is made 30 days prior to change.
3. The area of the dealer rights from BIRD BUFFER LLC to the dealer shall be determined when necessary, by BIRD BUFFER LLC.
4. "Dealer" must post links to www.birdbuffer.com on their website freely and copy graphics and photos, however, all copy graphics and photos remain the property of BIRD BUFFER LLC and us a copyright of BIRD BUFFER LLC. Dealer agrees use of submitted photos to BIRD BUFFER LLC are free and clear of encumbrances.
5. All product requests received by BIRD BUFFER LLC, including from web-based e-mail, will be immediately forwarded to the appropriate dealers, within the customer's geographic location.
6. As an independent dealer, said dealer may not create or incur any liability of any kind in the name of BIRD BUFFER LLC or its affiliates.
7. The dealer is responsible for any taxes, liens, or levies incurred through its sale or use of BIRD BUFFER LLC products.
8. Dealer is required to operate their business under their own state and local state sales taxes and provide a copy of the license to BIRD BUFFER LLC if requested. Dealer is responsible for the collection and remittance of all such taxes and will indemnify and hold BIRD BUFFER LLC harmless regarding any liability incurred by the dealer due to failure to collect or remit items purchased from BIRD BUFFER LLC (include "loss payee for outside installations").
9. Dealer will not use the name or trademarks BIRD BUFFER LLC™, Bird Buffer™, or any of the other trademarked or registered product names sold by BIRD BUFFER LLC for any reproduction, copy, counterfeit, or colorable imitation of any product or its suppliers collectively with similar marks as any part of any firm or product not sold directly by BIRD BUFFER LLC, and shall not use the name or trademarks in any way except as authorized.
10. The dealer may become a factory authorized repair center upon the certification of at least one trained technician who is a permanent employee of the dealer. Dealer agrees not to copy or reverse engineer BIRD BUFFER LLC products for the purpose of duplication or manufacturing or be fined \$20,000.

Purchase of goods

BIRD BUFFER LLC will ship to the dealer at BIRD BUFFER LLC established prices all goods ordered by dealer subject to availability. BIRD BUFFER LLC is not obligated to ship goods at the price thereof when amount dealer is indebted to BIRD BUFFER LLC, exceeds dealers credit or their account is otherwise in default hereunder. All orders will be filled by BIRD BUFFER LLC in a timely manner, however, BIRD BUFFER LLC cannot be held responsible for any damage or delays in shipping or mailing beyond BIRD BUFFER LLC's control, ie. common carrier re-routing, strike, weather, fire, flood, act of God or any other cause of raw material or finished product shipping delay. The dealer pays shipping on all orders and as such, may choose and determine a different carrier or freight company for each shipment. If the dealer desires a rush of a particular order, or the order is placed after 2:00 p.m., p.s.t., and requires same day shipping, an additional \$25.00 rush order charge will be added to the dealer's total order. All orders are shipped FOB Lynnwood, WA.

Prices

The purchase price of the goods is set forth on BIRD BUFFER LLC's dealer price list (a copy of which shall be provided to dealer from time to time and upon request). Prices are subject to change at any time without prior notice.

Payment

Dealer agrees to pay BIRD BUFFER LLC for all goods as follows: When terms are "Due on Receipt" of invoice, a late payment charge of 1.5% per month for any outstanding balance will imposed on all amounts not paid within a 45 day period of invoice date and dealer agrees to pay such late charges immediately upon demand.

Title: Security Interest

BIRD BUFFER LLC shall retain title to all goods until BIRD BUFFER LLC receives payment in full. Dealer hereby grants BIRD BUFFER LLC a security interest in all goods shipped to dealer and the proceeds thereof until dealer pays for such goods in full. Where payment for goods is by check, BIRD BUFFER LLC shall retain a security interest in the goods until all funds are collected. Dealer shall execute within ten days of demand by BIRD BUFFER LLC all documents required for BIRD BUFFER LLC to perfect its security interest in said goods that have not been paid for. In the event of any breach of any part of this agreement, or in the event of default on the part of the dealer, BIRD BUFFER LLC shall have the right to terminate dealership and shall be entitled to damages and injunction relief prohibiting any further violation of the agreement. Dealer must indemnify, defend and hold BIRD BUFFER LLC and its affiliates harmless against each and any claims, costs and liabilities resulting from or rising out of dealer breach or violation of this agreement, including the repayment of reasonable attorney fees incurred by BIRD BUFFER LLC in defending against such claims or enforcing the provisions of this agreement.

Force Majeure

BIRD BUFFER LLC shall not be responsible for any damage or loss caused by failure to make deliveries due to labor shortages, strikes, unavailability of goods and any other condition beyond BIRD BUFFER LLC's control. In no event shall BIRD BUFFER LLC be liable for any incidental, consequential, exemplary, or punitive damages arising out of BIRD BUFFER LLC's failure to deliver goods for any reason whatsoever.

Miscellaneous

This agreement is governed by the laws of the State of Washington without regard to conflict or laws. All notices required hereunder shall be given in writing, sent by mail to the respective addresses and shall be effective when mailed. This agreement may not be modified except in writing and constitutes the entire agreement of the parties. This agreement supercedes and makes null and void any and all prior agreements made between BIRD BUFFER LLC and dealer. This agreement shall insure to the benefit of and be binding upon the parties, their legal representatives, successors, heirs and assigns. All written notices required by this agreement will be given to the dealer and deemed received if delivered to the dealers most current address on file with BIRD BUFFER LLC. If at any time BIRD BUFFER LLC in processing this application during the terms of the period of time that this dealer is selling BIRD BUFFER LLC products determines that information that has been supplied on this application is no longer valid or has been misstated, BIRD BUFFER LLC reserves the right to cancel dealership immediately until a new application can be completed and approved. BIRD BUFFER LLC may change this agreement or any of its terms on ten days written notice to dealer.

Agreed to _____ By _____
Date Signature - Print Name

Company Title (Must be owner or corp. officer)