



Resale Application

Terms of Sale

Requirements

To qualify for the E-filliate reseller program, you must:

- a) sell to retail customers and,
- b) have a valid state resale certificate or business license. A photocopy of your state reseller's permit or business license must accompany this application.

Payment

E-filliate accepts the following credit cards online: American Express®, Master Card®, & VISA®. There is no surcharge for credit card orders. Your credit card is not charged until the time your order ships. To establish credit terms complete the attached credit application.

Returns: Non-Defective Products

All non-defective products returned for credit or exchange are subject to a 15% restocking fee and must be returned within 15 days of the date of invoice. Before returning any product, you must obtain a Return Merchandise Authorization (RMA) number. NO returns, of any type, will be accepted without a RMA number and NO returns will be accepted via C.O.D. Products must be returned with freight charges pre-paid. Products must be 100% complete, in sellable condition, and must include original packing material, manuals, blank warranty cards and other accessories provided by the manufacturer. Any products with a mail-in rebate that has been filed will not be accepted for return.

E-filliate reserves the right to authorize product returns beyond 15 days from the invoice date. If the product is accepted after 15 days, a MEMO OF CREDIT will be issued toward future purchases only. Shipping and handling charges are non-refundable.

Returns: Defective Products

Before returning any product, you must obtain a Return Merchandise Authorization (RMA) number. No returns, of any type, will be accepted without an RMA number and no returns will be accepted C.O.D. Products must be returned with freight charges pre-paid. Insurance is suggested. Please have the following information on hand when calling for a RMA number: customer name, order number and the nature of the problem with the product. All defective products will be accepted directly by E-filliate for credit, exchange or repair, at E-filliate's discretion within 30 days from the invoice date. After 30 days, the manufacturer's warranty applies. All defective monitors returned after 15 days from the invoice date will be subject to the manufacturer's warranty.

Limitation of Liability

Under no circumstances are we liable for the following: (1) third-party

claims against you for damages; (2) loss of, or damage to, your records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages even if we are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Seller hereby expressly disclaims all warranties either expressed or implied warranty of merchantability or fitness for a particular purpose. This disclaimer by the seller in no way affects the terms of the manufacturer's warranty - if any. Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time title passes to purchaser. If goods herein being purchased are being purchased for purposes of export, purchaser must obtain from the Federal Government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void.

Errors and Omissions

E-filliate makes every effort to ensure the accuracy of the information published in our catalogs and on our website(s). However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. E-filliate makes no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed at an incorrect price, E-filliate shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, E-filliate shall immediately issue a credit in the amount of the incorrect price.

Reseller Product Information and Pricing Agreement

E-filliate Incorporated grants the authorized Reseller the right to utilize the product feed, product images, product copy and product links on their own website as long as the products are purchased directly from E-filliate Inc. E-filliate Inc. reserves the right to discontinue or change the feed without notice and tries to ensure the accuracy of the feed; however, we cannot be held responsible for any errors or omissions that may occur. All product feed, product images, product copy, product links and any other intellectual property obtained through E-filliate Inc. remains the property of E-filliate Inc. and must be removed immediately if requested.

E-filliate reserves the right to increase or decrease prices without notice. All price changes take effect immediately. Current prices are available at any time on efilliate.com or over the phone from an E-filliate customer service representative.

Company Name _____

Contact _____

Shipping Address _____

City _____ State _____ ZIP _____

Phone _____ FAX _____

Billing Address _____

City _____ State _____ ZIP _____

Phone _____ FAX _____

E-filliate® Account No. _____

I agree to the terms and conditions outlined above:

By _____

Title _____

Date _____

Please indicate your primary business (Please circle the appropriate choice):

Retailer (Store Front)

Web Only (Virtual Store Front)

or VAR/VAD (other)

rev.: 080511



Resale Certificates

Sales Tax Rules & Regulations

In compliance with Sales and Use Tax Laws, it is necessary that we have from all our resale customers a signed resale certificate, with their state sales tax permit number, to show that the merchandise has been purchased for resale. The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable inference that the purchaser does not intend to resell the property as, for example, knowledge that a purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

Under "Description of property to be purchased" there may appear:
(1) Either an itemized list of the particular property to be purchased for resale, or

(2) A general description of the kind of property to be purchased for resale. Such certificate is good until revoked in writing.

Please provide your sales tax permit number, with your signature and address on the attached resale certificate and return it to us as soon as possible.

CERTIFICATE OF RE SALE

I HEREBY CERTIFY: That I hold valid seller's permit No: _____ issued pursuant to the Sales and Use Tax Law;

that I am engaged in the business of selling: _____

and that the tangible personal property described herein which I shall purchase from **E-filliate, Inc.** will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Description of property to be purchased:

Purchaser's Name _____

Signature of Purchaser or Authorized Agent

Purchaser's Address _____

X _____

City _____ State _____ ZIP _____

Title _____

Telephone _____

Date _____



Reseller Product Information Agreement

E-filliate Incorporated grants the authorized Reseller the right to utilize the product feed, product images, product copy and product links on their own website as long as the products are purchased directly from E-filliate Inc. E-filliate Inc. reserves the right to discontinue or change the feed without notice and tries to ensure the accuracy of the feed; however we can not be held responsible for any errors or omissions that may occur. All product feed, product images, product copy, product links and any other intellectual property obtained through E-filliate Inc. remains the property of E-filliate Inc. and must be removed immediately if requested.

Signed By

Print Name

Title

Date
