

BackJoy

CHANGE YOUR POSTURE, CHANGE YOUR LIFE



p.o. box 11036 spine road • boulder, co 80301

Dealer Information Packet



BACKJOY DEALER SETUP AND ORDERING INFORMATION

- BackJoy requests all Dealers to sign and return the BackJoy Dealer Agreement prior to processing of initial order.
- To apply for credit terms Dealers should complete the Credit Application form or supply a like credit information sheet for review and approval by the BackJoy Finance Department. All other Dealers should complete the Credit Card Authorization Form. Credit cards will be authorized for purchase amount at the time of order receipt or 3 weeks from requested ship date, whichever comes later.
- BackJoy requires a purchase order or signed order form for all orders.
- Please submit electronic copies of all documentation, purchase orders, or other inquiries via email to dealers@backjoy.com.
- For phone support from our Dealer Service Team please call 303-747-3980.
- Faxes, if necessary, can be sent to 303-747-3967.
- Order confirmation and invoices will be emailed from BackJoy.
- Please refer to the BackJoy Remittance Information document for invoice payment options and instructions.



DEALER AGREEMENT

This Dealer Agreement (the "Agreement") is entered into on _____ by and between BackJoy Orthotics, LLC. ("BackJoy") and _____ ("Dealer"), collectively (the "Parties").

WHEREAS, Dealer wishes to sell BackJoy products ("Product(s)") at retail locations within the United States and its respective territories, and BackJoy wishes to sell wholesale Products to Dealer for that purpose;

NOW THEREFORE, the Parties hereby agree to the following terms and conditions:

1. **Responsibilities of Dealer**

A. Dealer agrees that it will operate and maintain a physical "brick and mortar" retail location(s) and will only sell the Products at said location(s); except, pursuant to paragraph E, section 1, of this Agreement, where Dealer wishes to sell the Product online and conforms to the conditions set forth herein.

B. Dealer agrees to display and sell BackJoy products in a professional and neat manner, and to utilize BackJoy approved display fixtures for sale of the Products. Dealer shall not use BackJoy branded fixtures to display any products other than BackJoy Products.

C. The advertising and promotional techniques utilized by Dealer shall comply with official BackJoy guidelines, which may be revised from time to time by BackJoy, and communicated to Dealer by an authorized BackJoy representative. Dealer shall not use or modify in any way, BackJoy's company name, logo, slogans, identity, advertising photos or any other image of BackJoy or the Products without first acquiring written approval of the finished art by an officer of BackJoy. Dealer may be provided BackJoy approved materials and sales aids, which Dealer agrees to utilize in good faith whenever possible. Dealer shall be truthful and accurate with all claims related to BackJoy Products. Under no circumstance shall approval of the use of BackJoy intellectual property constitute a transfer of any BackJoy rights or ownership of such property.

D. Dealer shall only sell the Products to end users at its locations within the United States and any United States territories. Sale or other conveyance of the Products by Dealer to any other entity for resale or export is strictly prohibited. Further, no Products purchased by Dealer shall be diverted by any means to any other entity for resale or exhibition; such proscribed venues include but are not limited to: swap meets, flea markets, and outlet malls. Further, no Products shall be sold by Dealer to any individual or entity which BackJoy or any retailer might reasonably believe has the intention of reselling or exporting the Products.

E. Dealer shall only sell Products online on Dealer's website. Dealer is strictly prohibited from selling (or linking to or from) Products through any online bidding/auction sites (like eBay), online marketplace (like Amazon), or any price related search engines (like Google Shopping).

F. Under no circumstance shall Dealer use approved BackJoy trademarks for traffic generation or search engine registration techniques, including, but not limited to, inclusion into Meta tags or purchase of BackJoy trademarks as a search terms or advertisements.

G. Dealer agrees not to procure BackJoy Products from any source other than BackJoy or a BackJoy authorized distributor.

H. Dealer agrees that it will not display or sell any products that infringe on any BackJoy or affiliate intellectual property.

I. Dealer agrees that the Terms and Conditions of sale shall be as stated on the BackJoy invoice. Any alleged inaccuracies must be reported to BackJoy within fourteen (14) calendar days after receipt of the BackJoy invoice. Failure to notify BackJoy of any alleged inaccuracies within the fourteen day window shall constitute Dealer's acceptance and agreement to be bound to the Terms and Conditions of said invoice.

J. All BackJoy Products shall include a minimum advertised price ("MAP"). Such pricing shall be the minimum price Dealer will use in advertising the Products for sale. Dealer agrees that Dealer's consistent adherence to



correct BackJoy MAP pricing is fair and reasonable. Further, Dealer agrees and understands that uncured MAP violations of BackJoy Products by Dealer shall constitute a breach of this Agreement, and shall be grounds for termination of said Agreement.

2. **Termination**

This Agreement may be terminated at any time by either party upon written notice to the other party. The terms of this Agreement shall survive such termination until such time as Dealer completes sale of all inventory in the possession at the time of termination. BackJoy reserves the right to buy back any and all of Dealers inventory of the Product at the invoiced price which Dealer was charged at the time of initial purchase.

3. **Severability**

The provisions of this Agreement are severable. To the extent that any term, clause, provision, portion, or extent of this Agreement is determined by the final judgment of a Court with competent jurisdiction, to be invalid, illegal, or otherwise unenforceable, then that term, clause, provision, portion, or extent shall be limited, if possible, and only thereafter severed if necessary. Any such limitation or severing shall be only to the extent necessary to render this Agreement valid and enforceable, and shall not affect the enforceability the rest of the Agreement or the intention of the Parties in so far as possible.

4. **Waiver**

No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

5. **Assignment**

The Parties agree not to sell, assign, sublicense, subcontract, or in any other way transfer any right or obligation under this Agreement, except under written consent of the other party.

6. **Choice of Law, Venue, and Jurisdiction**

This Agreement is entered into in Boulder, Colorado, USA and shall be governed by the laws of that jurisdiction. Any claim arising out of this Agreement must be brought in a competent court in Boulder, Colorado, USA.

7. **Integration**

This Agreement is the entire agreement between the Parties with regard to the subject matter contained herein. This Agreement may not be assigned by either party without the express written consent of the other. This Agreement may not be amended in any manner unless in writing and signed by an authorized representative of both parties. In the event of a conflict between this Agreement and any other agreement between the Parties, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the Effective Date.

BACKJOY ORTHOTICS, LLC _____

SIGNATURE

NAME

TITLE

DEALER

SIGNATURE

NAME

TITLE



CREDIT APPLICATION

| | | | |
|---|---|--|------|
| Applicant Information | | | |
| Applicant Name: | Contact Person: | Phone: | Fax: |
| Billing Address: | City: | State: | ZIP: |
| Shipping Address: | City: | State: | ZIP: |
| E-mail Address: | Is Purchase Order Required: <input type="checkbox"/> Yes <input type="checkbox"/> No | Amount of Credit Limit Requested: | |
| Federal Employer ID: | | D&B #: | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <i>Please note: If Corporation, please give Federal ID # or if individual please give Social Security Number (if applicable):</i> | | | |
| Sales Tax Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt Company Purchase Orders: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Resale Certificate # (Please provide copy of certificate if applicable): | |
| Authorized buyer(s): | | Name/Title: | |
| Please provide contact information of the Accounts Payable person: Name: _____ Phone: _____ E-Mail: _____ | | | |

PLEASE PROVIDE THREE CREDIT REFERENCES

| | | | |
|---------------------------|-----------------|------------------|------|
| Credit Reference 1 | | | |
| Account Name: | Contact Person: | Phone: | Fax: |
| Address: | City: | State: | ZIP: |
| Email Address: | Account Number: | Number of Years: | |
| Credit Reference 2 | | | |
| Account Name: | Contact Person: | Phone: | Fax: |
| Address: | City: | State: | ZIP: |
| Email Address: | Account Number: | Number of Years: | |
| Credit Reference 3 | | | |
| Account Name: | Contact Person: | Phone: | Fax: |
| Address: | City: | State: | ZIP: |
| Email Address: | Account Number: | Number of Years: | |

BANKING INFORMATION

| | | | |
|--|--|---|------|
| Banking Reference | | | |
| Financial Institution: | Contact Person: | Contact Number: | |
| Address: | City: | State: | ZIP: |
| Acct. Number: <input type="checkbox"/> Checking <input type="checkbox"/> Savings # of Yrs: ____ | Acct. Number: <input type="checkbox"/> Checking <input type="checkbox"/> Savings # of Yrs: ____ | Please provide a copy of your most recent audited financial statements. If none exist, please provide a copy of your most recent year to date internally prepared financial statements (Balance Sheet and P&L). | |
| I authorize my financial institution to release information to BackJoy LLC. Authorized Signature: _____ Date: _____ | | | |

FOR COMPANY USE ONLY

| | | |
|---|---------------------------------------|----------------|
| Application Date: | Verified By: | Date Approved: |
| Account Number Assigned: | BackJoy Orthotics, LLC Payment Terms: | |
| APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH CREDIT TERMS ESTABLISHED BY BACKJOY ORTHOTICS, LLC. BY SIGNING THIS AGREEMENT APPLICANT ATTESTS THAT THE INFORMATION PROVIDED HEREIN IS TRUE AND CORRECT TO THE BEST OF ITS KNOWLEDGE. APPLICANT HEREBY GIVES BACKJOY ORTHOTICS, LLC PERMISSION TO CONTACT ALL REFERENCES AND TO PERFORM A FULL CREDIT CHECK ON APPLICANT. | | |
| Company Name: _____ | | By: _____ |
| Date: _____ Title: _____ | | |
| email a scanned copy of the completed and signed form to accounting@backjoy.com or fax to 303-747-3967 | | |



CREDIT CARD AUTHORIZATION FORM

I, _____, hereby authorize BackJoy Orthotics, LLC to charge my credit card in the amount not to exceed: \$_____.

VISA MASTER CARD AMERICAN EXPRESS DISCOVER

Credit Card Number: _____

Expiration Date: _____/_____

Credit Card Billing Address:

Street: _____

City: _____ State: _____

Zip Code: _____

Telephone: () _____ - _____

Cardholder's Signature

Date

As the credit card holder, I also authorize BackJoy Orthotics, LLC to charge my credit card for future billings verbally approved by me.

Cardholder's Signature

Date



BACKJOY REMITTANCE INSTRUCTIONS

Electronic Payments:

Bank: JP Morgan Chase Bank, NA
Bank Address: Denver, CO
Beneficiary: BackJoy Orthotics, LLC.
Account #: 936849462
ACH Routing #: 102001017
Wire Transfer Routing #: 021000021
SWIFT Code: CHASUS33

Checks:

BackJoy Orthotics, LLC.
ATTN: Accounts Receivable
PO Box 11036, Spine Road
Boulder, CO 80301

Inquiries:

BackJoy Accounts Receivable
Accounting@backjoy.com
303-747-3980