

IMPORTANT: FOR BEST RESULTS, DOWNLOAD THIS FORM AND OPEN IN ADOBE ACROBAT TO EDIT AND SUBMIT. DO NOT COMPLETE THIS FORM USING YOUR INTERNET BROWSER.

CUSTOMER INFORMATION

Company Name _____ Date _____

Doing Business As _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

AP Contact _____

Website _____ D-U-N-S® Number: _____

Type of Business Corporation Partnership Individual Ownership Date Established _____

Showroom Manager Name _____ Email: _____

RESELLER STATUS APPLYING FOR (SÉURASTAR PROGRAM)

Reseller Status Applying For

- Silver Reseller (all new resellers, no minimum sales)
- Gold Reseller (at least \$15,000 minimum annual sales)
- Platinum Reseller (at least \$35,000 minimum annual sales)

	Silver Reseller	Gold Reseller	Platinum Reseller
QUALIFICATIONS	\$0 - \$15K	\$15K - \$35K or Sales of both Séura TV Mirrors and Séura Outdoor TVs	\$35K + and Sales of both Séura TV Mirrors and Séura Outdoor TVs
PRICING	Séura Dealer Price List	Séura Dealer Price List	Séura Dealer Price List
FREIGHT DISCOUNT	Not Available	Up to \$200 off freight for Outdoor TV shipments*	Free freight to a commercial location with offloading facilities for Outdoor TVs
SMART MIRROR EXCLUSIVITY	Not Available	Access to Séura SMART Mirrors pending 2018 Séura Simple Training	Access to Séura SMART Mirrors pending 2018 Séura Simple Training

For complete details and rules download the PDF at the Dealer Login at www.seura.com or [click here](#).

MANUFACTURER REP INFORMATION

Agency Name _____

Individual Contact for this Account _____

Agency Contact Approval Signature _____

TERMS AND CONDITIONS

THIS AGREEMENT, is made and entered into by and between Séura, Inc. ("Séura") and Purchaser, as of the Effective Date. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Séura and Purchaser agree as follows:

1. Agreement. Séura, Inc. ("Séura") agrees to provide, sell, and convey to Purchaser, the products and services described on the opposite side hereof (collectively, the "Products and Services") and individually, the "Products" and the "Services"), only upon the terms and conditions of sale set forth herein (the "Terms and Conditions") which, accordingly, supersede any of Purchaser's additional, different, or prior inconsistent terms or conditions. Séura will not be bound by any terms of Purchaser's order, contract, or other documentation that are inconsistent with the terms herein. If Purchaser accepts delivery of the Products and Services, these Terms and Conditions shall be deemed accepted by Purchaser. Failure of Séura to object to any terms, conditions, or provisions contained in any purchase order or other communication from Purchaser, shall not be construed as an acceptance of any such terms, conditions, or provisions or as a waiver of these Terms and Conditions.

2. Payment, Terms, and Prices. Payment from Purchaser to Séura is due and payable as set forth on the opposite hereof. All prices and amounts quoted in this Agreement, as defined below, are quoted in U.S. dollars. Late payments shall accrue interest at the rate of eighteen percent (18%) per annum, on any outstanding balance. If Séura institutes legal action to recover payment not made when due, Purchaser agrees to pay all Séura's costs of collection, including reasonable attorneys' fees. All orders are F.O.B. Green Bay, Wisconsin unless otherwise specifically specified on the opposite side hereof. After the period specified on the opposite side hereof (the "Effective Date"), the prices quoted for the Products and Services are subject to adjustment at Séura's sole discretion. Any changes in specifications and/or design requested by Purchaser after the Effective Date shall, at the option of Séura, result in an additional charge to Purchaser. Except as specifically set forth on the opposite side hereof, the price for the Products and Services does not include onsite mounting, assembly, or installation. Purchaser acknowledges that Séura is not responsible for compliance with, and Séura makes no warranties or representations relative to any building, construction, or other local regulations, ordinances, or installation requirements.

3. Taxes and Fees. Except as specifically set forth on the opposite side hereof, any manufacturer's, retailer's, occupation, use, sales, or excise tax, duty, custom, tax, fee, brokerage fee, or charge of any nature imposed by any governmental authority, domestic or international, on or measured by any transaction between Séura and Purchaser, shall be paid by Purchaser, or if paid by Séura, then reimbursed by Purchaser in addition to the contract price as quoted or invoiced.

4. Date of Shipment of Products and Provisions of Services. Delivery of the Products shall be as set forth on the opposite side hereof (the "Shipment Date"), except as provided below. The Shipment Date is defined as being dependent upon the latter of: (a) the date of receipt of the signed Sales Order; (b) the date of Séura's receipt of a down payment, or prepayment if applicable; or (c) the date of Séura's receipt of signed sales drawings. Séura will use reasonable efforts to cause the Products to be delivered in a timely manner; provided, however, that Séura cannot and does not guarantee delivery of the Products on any specific date. Séura shall not be liable to Purchaser, or to any third party, for any costs, expenses, or damages of any nature, whether general, consequential, liquidated, as a penalty or otherwise, arising out of or owing to any delays in delivery of the Products or provision of the Services due to circumstances beyond Séura's reasonable control, including, but not limited to, strikes or labor difficulties, acts or omissions of any governmental authority, Purchaser or any third party accident, insurrection, terrorism, riot, fires, floods, breakdowns of essential equipment, embargos, shortages, delays in transportation, or Séura's inability to obtain labor, services, energy, fuels or materials from its usual sources. In the event of any such delay, the Shipment Date and the time for the provision of the Services shall be extended for a period of time equal to the time loss by reason of said delay. If the Shipment Date is delayed or postponed by any act or omission of Purchaser, and whether said delay or postponement is all or partially the result of an act or omission of Purchaser, then Purchaser shall be responsible for and shall pay to Séura, prior to delivery of the Product to Purchaser, all of Séura's costs and expenses arising out of or related to such delay or postponement, including but not limited to demobilization, storage, remobilization and insurance costs and expenses.

5. Means of Delivery. Except as specifically set forth on the opposite side hereof, all costs and expenses of shipping the Products to Purchaser shall be at Purchaser's expense and all such costs and expenses of shipping shall be for single shipments of the Products. Multiple shipments, or a series of related shipments, will result in additional shipping costs and expenses. Delivery shall be F.O.B. Séura's loading dock, Green Bay, Wisconsin Delivery shall be F.O.B. Séura's loading dock, Green Bay, Wisconsin, or such other shipping point agreed to, in writing, by Séura. Purchaser shall carry insurance against all loss or damage to the Products. From the moment at which Séura delivers the Products to the shipper, all responsibility for loss, and all costs and expenses of shipping, unloading, including

unloading at a residential site, storage, including storage necessitated by delays in or refusal to accept delivery, and delivery of the Products, shall pass to Purchaser. Confiscation of or destruction of, or damage to the Products, shall not release, reduce, or in any way effect Purchaser's obligations or liabilities with respect to payment of the purchase price for the Products. Purchaser agrees to unload the Products from the shipper's vehicle and, if necessary, Purchaser agrees to deliver the Products to a safe and secure storage area, at Purchaser's expense, prior to delivery of the Products to the site at which the Products shall be installed or performed. Prior to shipping, Séura shall provide notice to Purchaser that the Products are to be delivered to the shipper. Purchaser shall be responsible for and shall pay Séura's fuel surcharge, or additional similar charges, in effect from time to time, relative to the cost of shipping the Products as contemplated herein. Séura reserves the right to ship the Products to Purchaser's place of business on record with Séura.

6. Inspection and Acceptance. Purchaser shall have the right to inspect the Products upon delivery. Notwithstanding anything contained herein to the contrary, any damage to the Products, alleged by Purchaser to have been caused while in the possession of the shipper, shall be noted, in writing, on the shipper's Bill of Lading. Failure of such shipping related damage to be noted, in writing, on the shipper's Bill of Lading, shall render any claim of Purchaser as to damage or destruction of the Products during shipping, null and void. Failure of Purchaser to inspect the Products and give written notice to Séura of any alleged defect or non-conformity, with respect to the Products, within five (5) days after delivery shall constitute an irrevocable acceptance by Purchaser of the Products delivered. Use of any Products by Purchaser, its agents, employees, or licensees, for any purpose after delivery thereof, shall also constitute irrevocable acceptance of the Products by Purchaser.

7. Alterations/Cancelled Orders. If, after acceptance by Séura, Purchaser alters or cancels the Products and Services to be provided by Séura, Purchaser, upon Séura's demand, will reimburse Séura for all reasonable costs and expenses incurred by Séura as a result of such alteration or cancellation. Said reasonable costs and expenses shall be due and payable by Purchaser to Séura in accordance with Séura's standard billing processes and procedures as are in effect from time to time.

8. Product Returns. As a condition of Séura's acceptance of a returned Product, for any reason, Purchaser must obtain from Séura, a Returned Goods Authorization Number (the "Authorization Number") before returning any Product to Séura. An Authorization Number may be obtained from Séura at the address and telephone number on the opposite side hereof. Products returned to Séura by Purchaser without an Authorization Number will not be accepted and Purchaser shall receive no credit for such return. No credit or debit memo will be issued in Purchaser's favor until after Séura has received and inspected the returned Products. Returned Products shall be subject to a twenty-five percent (25%) restocking charge, plus the cost of all freight and other expenses, of any kind, relative to the returned Products. Custom Products, custom orders, frames, beveling services, Séura Select Lighted Mirrors, and other special Products and orders are not returnable to Séura. Authorization Numbers will not be issued for Products after thirty (30) days from the date the Products were originally delivered to the shipper by Séura, unless otherwise agreed to by Séura, in writing.

9. Drawings and Specifications. All sketches, copy, pre-production samples, mock-ups, and all other creative work developed or furnished by Séura ("Creative Work") shall at all times material hereto remain the sole and exclusive property of Séura. Creative Work may not be used by Purchaser for any purpose other than the design and approval of the Products and Services to be provided or performed by Séura. Purchaser shall, upon demand, return all Creative Work to Séura.

10. Product Resales. Purchaser warrants and represents that the Products are being purchased by Purchaser for direct installation for the benefit of end users, or for direct sale to end users, general contractors, subcontractors, authorized resellers, or similar other individuals or entities agreed to in writing by Séura. The Products being purchased by Purchaser shall not be resold to unauthorized resellers such as Internet Retailers. Purchaser's resale of any Product, in violation of Purchaser's warranty and representation, set forth above, shall void any and all warranties extended by Séura to Purchaser, or Purchaser's buyer, unless specifically approved, in writing, by Séura, prior to said resale.

11. Permits and Licenses. Purchaser shall be responsible for the procurement of any and all necessary construction or use permits relative to the installation of the Products and provision of the Services. If Purchaser fails to procure such permits, Purchaser shall indemnify and hold Séura harmless against any and all civil and/or criminal liabilities arising out of or because of Purchaser's failure to procure such permits.

12. Warranty. For complete and current warranty details, please visit <https://www.seura.com/warranty/>

13. Private Label Sales. Purchaser shall at all times material hereto market and sell the Products under the brand name "Séura" or any other brand name identified by Séura from time to time. Purchaser shall not label, relabel, market, promote, advertise, represent, or sell the Products in any manner, shape or form which would give or is intended to give a reasonable person the impression that the Products are manufactured and distributed by Purchaser or by any individual or entity other than Séura. If Purchaser violates any of the terms or conditions of the restrictions set forth in this Section, Séura shall be entitled to both preliminary and permanent injunctive relief and Purchaser waives any requirement that Séura post a bond to obtain injunctive relief. Nothing herein shall be construed to prohibit Séura from availing itself of any other remedy available at law, including money damages insofar as said money damages can be determined under the circumstances. In addition to, and not in any way excluding the recovery of, its money damages, upon the breach by Purchaser of the terms and conditions of this Section, Séura shall be entitled to recover from Purchaser, all money, compensation or other consideration received by Purchaser in the transaction or transactions involved in said breach. Purchaser acknowledges that all remedies available to Séura are cumulative.

14. Inconsistent Terms. If any of these Terms and Conditions are inconsistent with any term or condition on the opposite side hereof, then the specific terms or conditions on the opposite side hereof, shall control, but only to the extent that these Terms and Conditions are inconsistent with such specific terms or conditions.

15. Proprietary Rights. The sale of the Products and Services hereunder to Purchaser shall in no way be deemed to confer upon Purchaser, any right, interest, or license in any intellectual property relative to the Products and Services. Séura retains for itself, all proprietary rights in and to all designs, engineering details, and other data and materials pertaining to any of the Products and Services. Purchaser warrants that it will not divulge, disclose, or in any way, distribute or make use of such information, and that Purchaser will not manufacture or engage to have manufactured the Products and Services.

16. Attorneys' Fees and Costs. Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Séura in enforcing this Agreement.

17. Insolvency. In the event that any proceedings are commenced or a petition is filed, voluntarily or involuntarily, with respect to the bankruptcy or insolvency of Purchaser, in any state or federal jurisdiction, or in the event of the appointment of a receiver on behalf of Purchaser, or a petition requesting that a receiver be appointed on behalf of Purchaser, or should Purchaser make an assignment for the benefit of its creditors or a receiver, then Séura may, without notice to Purchaser, be entitled to cancel any or all remaining obligations it may have relative to this Agreement, which such obligations have not been performed.

18. Miscellaneous. These Terms and Conditions, the terms and conditions on the opposite side hereof, and, if applicable, the terms and conditions of Purchaser's Liability Waiver/Indemnification related to this Sales Order, constitute the complete agreement between Séura and Purchaser ("Agreement"). All other previous communications, either verbal or written, are hereby withdrawn and annulled. No modification of the Agreement shall be binding upon either Séura or Purchaser, unless such modification is in writing and signed by all parties. Any agreement between Séura and Purchaser relating to the purchase or provision of the Products and Services, shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin, and the sole and exclusive venues for any action relating to the Products and Services, and this Agreement, shall be the United States District Court for the Eastern District of Wisconsin, located in Green Bay, Wisconsin, or in the Circuit Court for Brown County, Wisconsin.

19. Publicity. Séura shall be permitted to identify Purchaser as a customer of Séura, to use Purchaser's name, logo's, trademarks and similar identifying photographs, project names, information, marks and symbols for Séura's promotional purposes, including displaying Purchaser's logo on Séura's web site and to otherwise refer to Purchaser in print or electronic form for marketing and reference purposes. Purchaser agrees to act, if requested to do so by Séura, as a reference in regard to future sales proposals of Séura to potential customers. Purchaser authorizes Séura to issue a press release announcing Purchaser's purchase of the Products. Purchase shall make the installed Products available to Séura, at mutually agreeable times, for purposes of Séura's photographing the installed Products for Séura's future promotional purposes and for such other purposes as Séura deems reasonable or appropriate.

Rev. June 2018 Sales Order Terms and Conditions:

[seura.com/globalassets/support/sales-order-terms-and-conditions.pdf](https://www.seura.com/globalassets/support/sales-order-terms-and-conditions.pdf)

SALES LOCATIONS

Store Name _____
Address _____
City _____ State _____ Zip Code _____
Store Manager _____ Telephone _____ Email _____

Store Name _____
Address _____
City _____ State _____ Zip Code _____
Store Manager _____ Telephone _____ Email _____

Store Name _____
Address _____
City _____ State _____ Zip Code _____
Store Manager _____ Telephone _____ Email _____

Store Name _____
Address _____
City _____ State _____ Zip Code _____
Store Manager _____ Telephone _____ Email _____

AUTHORIZED SIGNATURES

Reseller

Print Name _____
Owner/Officer Signature _____ Date _____

Séura, Inc.

Print Name _____
Signature _____ Date _____

CUSTOMER INFORMATION

Company Name _____ Date _____
Doing Business As _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax _____
AP Contact _____
Website _____ D-U-N-S® Number: _____
Type of Business Corporation Partnership Individual Ownership Date Established _____

REFERENCES

At least 2 U.S. References are Required.

* An Accounts Receivable contact name and valid email address is required for all references.

Bank Reference

Bank Name _____
Account Number _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax _____
*Contact Name _____ *Email _____

Business Reference 1

Company Name _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax _____
*Contact Name _____ *Email _____

Business Reference 2

Company Name _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax _____
*Contact Name _____ *Email _____

Business Reference 3

Company Name _____
Address _____
City _____ State _____ Zip Code _____
Telephone _____ Fax _____
*Contact Name _____ *Email _____