

Thank you for becoming an Infinity Authorized Dealer.

In order to process your account package and ship your order out promptly, please review the helpful tips below:

• **Infinity Credit Application: complete and sign.**

• **Dealer Information Form**

Tip: The first page includes important contact info for your company. It assists us in giving you the quality of service you deserve. You can attach a list of store locations separately, if applicable.

• **Infinity Dealer Agreement**

Tip: On page one, initial at the bottom after review. On page two, sign and date at the bottom.

• **Resale Certificate**

Tip: Please attach your Resale Certificate. We cannot process your account package without it.

• **Opening Order**

Tip: • Your Opening Order is required to be signed, or confirmed via email, if it is not on your official company order form.

Tip: • All forms proceeding can be filled out digitally.

Please Email Completed Account Package to:

Michael Milone at mmilone@infinitymassagechairs.com and
ar@infinitymassagechairs.com

INFINITY[®]

MESSAGE CHAIRS

Application for Credit

APPLICANT

Legal Name: _____

Trade Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Corporation Partnership Proprietorship Limited Liability Company

Date Established: _____ State Incorporated: _____

Annual Sales: _____ Est. Annual Purchases from Infinity: _____

Federal Tax ID: _____ Copy of State Resale Tax Certificate Attached (required)

COMPANY DETAILS

Owner/Principal: _____ Phone: _____ Email: _____

Acct Pay Contact: _____ Phone: _____ Email: _____

BANK INFORMATION

Name of Bank: _____

Address (City/State): _____

Bank Account Number: _____

Contact Person: _____

Phone: _____ Email: _____

TRADE REFERENCES (THREE REQUIRED)

Business Name: _____ Contact Name: _____

Phone: _____ Email: _____

Business Name: _____ Contact Name: _____

Phone: _____ Email: _____

Business Name: _____ Contact Name: _____

Phone: _____ Email: _____

TERMS AND CONDITIONS FOR APPLICATION OF CREDIT WITH INFINITY MESSAGE CHAIRS.

1. Except as otherwise set forth in this Application, the invoices of Infinity Massage Chairs. Shall control the terms of the sale and such terms cannot be altered unless Infinity Massage Chairs shall have agreed to same in writing. No waiver of any terms as herein provided shall constitute a waiver of this Application.
2. In the event the undersigned shall fail to pay any obligation owing to Infinity Massage Chairs when due, Infinity Massage Chairs may declare all outstanding invoices of the undersigned immediately due and payable and Infinity Massage Chairs may cancel all agreements between the undersigned and Infinity Massage Chairs. The undersigned shall remain liable for all of Infinity Massage Chairs damages, and Infinity Massage Chairs may sell off for the account of the undersigned, at public or private sale, any, or all undelivered goods. The undersigned shall remain liable for the expenses of such sale and any deficiency in the price received by Infinity Massage Chairs as compared with the price set forth in the agreements between the undersigned and Infinity Massage Chairs.
3. Any rebate, refund, or other indebtedness owed by Infinity Massage Chairs may be set off and applied by Infinity Massage Chairs against any indebtedness or liability owed by the undersigned to Infinity Massage Chairs at any time and without notice to the undersigned.
4. Any property of or held for the undersigned company affiliated with the undersigned, at any time in the possession of Infinity Massage Chairs, or any company affiliated with Infinity Massage Chairs, including but not limited to merchandise billed and held whether paid for or not, shall be deemed security for the undersigned's obligations to Infinity Massage Chairs. In the event the undersigned or any company affiliated with the undersigned shall be in default of any of its obligations to Infinity Massage Chairs, said property may be sold at a public or private sale, and the undersigned shall remain liable for the expenses of such sale and any deficiency in the price received by Infinity Massage Chairs as compared with the price set forth in Infinity Massage Chairs agreements with the undersigned.
5. Claims and Returns: No deductions may be taken by the undersigned and no debit memoranda will be issued by the undersigned without prior written approval of Infinity Massage Chairs and all returns permissible under any agreement between the undersigned and Infinity Massage Chairs may be subject to a restocking charge. Credit Memos issued are only to be honored within six months of the date of the original invoice.
6. The undersigned authorizes the release of all information, now and in the future, needed to verify the contents of this Application to approve or renew credit privileges, including but not limited to contacting third parties concerning the credit worthiness of the undersigned. The undersigned agrees that Infinity Massage Chairs may rely entirely on the information provided herein in extending the credit requested by the undersigned and that Infinity Massage Chairs is under no duty to secure or investigate credit reports, trade references, or bank references.
7. The undersigned agrees to promptly notify Infinity Massage Chairs of any material change in the information contained in this Application. Failure to do so may give rise to Infinity Massage Chairs, in its sole discretion, to cancel credit extended. If there is any material change, Infinity Massage Chairs has the right to request and obtain applicant's current financial statements and has the right to reassess credit extended to Applicant.
8. The undersigned shall pay interest at the rate of 1.5% per month, or such lower rate as may be the maximum allowable interest under applicable law, on all unpaid invoices on the last day of each month after such invoices come due.
9. A fee of \$35.00, which may be changed from time to time without notice, will be charged for all dishonored checks.
10. The undersigned agrees to be responsible to reimburse Infinity Massage Chairs for any legal or collection costs incurred by Infinity Massage Chairs in the collection of this account.
11. This application and all other agreements between Infinity Massage Chairs and the undersigned shall be governed by the internal laws of the State of New Hampshire, notwithstanding the principles of conflicts of law.
12. The undersigned is an authorized signature of the applicant and has the authority to bind the applicant to the terms and conditions outlined in this agreement.
13. The undersigned hereby authorizes Infinity Massage Chairs to retain/update information on the owners, partners, officers, and other relevant staff for the purpose of communicating with those parties and/or assessing risk. This information will be appropriately destroyed upon completion of the above identified purpose.
14. It is agreed that this Application may be transmitted by electronic transmission (.pdf only) without affecting the validity of same and said Application can be signed with an electronic signature so long as no other changes are made to the said Application and same shall constitute an original executed copy.
15. The undersigned declares that the information provided in this Application is true and accurate.

Signature Name Date

Signature Name Date

Dealer Information

Buyer Name: _____

Email Address: _____

Phone: _____

Shipping Contacts: _____

Email Address: _____

Phone: _____

A/P Contacts: _____

Email Address: _____

Phone: _____

Service Contact _____

Email Address: _____

Phone: _____

RETAIL STORE LOCATIONS

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Store Location: _____

Store Contact: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Infinity Dealer Agreement

Floor Samples and Display

- **Sample Refresh Program**

Dealer agrees to participate in Infinity Floor Sample Refresh Program. In order to provide to the consumer the best experience, Infinity requires that floor samples be replaced once yearly. This will keep the Infinity products performing at the highest level. Infinity will participate by providing a floor sample discount so that the dealer can sell off the existing product and replace with new product.

- **Floor Sample Warranty and Service Policy**

Infinity will provide service for floor models, including parts and labor, for the first 12 months after the product is invoiced. Infinity will provide parts for service free of charge to the dealers during the next 12 months (year 2). The dealer will be responsible for labor charges during year 2. All warranty coverage for floor models expires 24 months from date the product is invoiced. Infinity will repair floor samples that are out of warranty after the charges are approved by the dealer. Regular wear and tear, theft, and/or damages due to misuse or moving are not covered under Infinity's floor sample policy.

- **Consumer Warranty for Floor Models**

Floor models that are purchased by the end user within 12 months from the date the product is invoiced will carry a full factory warranty. Floor models that are purchased by the end user between 12 and 24 months from the date the product is invoiced will carry a 6 month parts and labor warranty. The warranty start date will be based on the date of purchase. Regular wear and tear, theft, and/or damages due to misuse or moving are not covered under Infinity's floor sample policy.

- **Floor Model Display Minimum**

Models required for display on Dealer's floor: At least three (3) Infinity message chairs. The following Infinity message chairs are on your floor:

Advertising Parameters

- Dealer is permitted to feature Infinity products that they currently stock on their own website. See Infinity Advertising Guide by Model.
- Dealer is NOT PERMITTED to sell or feature any Infinity Products on any 3rd party e-commerce sites; i.e. Internet auction sites or e-commerce marketplace sites.
- Dealer is permitted to offer an Internet shopping cart on their website for the purchase of specified Infinity models. See Infinity Advertising Guide by Model.
- Dealer may participate in any trade shows, home shows or other expositions **with prior written approval** of Infinity. Request must be received by Infinity management 60 days in advance of the event.

Initials _____

Infinity has determined that in order to better compete and properly position Infinity products in the market, and preserve Infinity's reputation for providing customers with high value products and quality sales support, Infinity will exercise a greater degree of control over the distribution of Infinity products via retail and the Internet. Therefore, all sales of Infinity products via retail and the Internet will be subject to this Policy. This Policy has been unilaterally adopted and will be enforced strictly and uniformly.

Infinity has unilaterally adopted this Minimum Advertised Price Policy (MAP) applicable to all resellers with respect to all resellers advertising, displaying and /or selling of Infinity products via retail and the Internet.

Infinity has unilaterally adopted this Internet Minimum Advertised Price Policy (IMAP) applicable to all resellers with respect to all resellers advertising, displaying and /or selling of Infinity products via the Internet.

This policy applies to all Infinity products included in applicable current price lists. Each reseller of Infinity products via retail and the Internet is free to independently decide whether or not to follow this policy. Each reseller remains free to establish its own resale prices and it is entirely within the reseller's discretion whether to comply with this policy. However, pursuant to this policy, Infinity will discontinue selling Infinity products to the reseller following Infinity verification to its satisfaction that such reseller has:

- Advertised or otherwise promoted Infinity products via retail or the Internet at a Net Price less than the MAP.
- Sold Infinity products to any other person who has advertised, sold, or otherwise promoted via retail or the Internet Infinity products at a Net Price less than the MAP / IMAP that Infinity established and publishes from time to time.

Enforcement details:

- Reseller's first violation of this policy shall result in warning notification from Infinity, and the dealer has 48 hours to comply. All new and open orders will be held until violation has been corrected. If a reseller continues to violate the Map agreement, they will no longer be allowed to place Infinity products on the Internet. Infinity can/will discontinue selling the Infinity style(s) in violation to the reseller and refuse to accept new orders from the reseller for a period of six months.
- In implementing and enforcing this policy, Infinity will act at all times unilaterally and will neither solicit, consider, nor agree to any recommendation, request, or demand of any other person. All matters of interpretation and application of the terms of the policy shall remain within sole, unilateral authority of Infinity. This policy shall not be construed to require Infinity to resume its business relationship with any terminated reseller upon expiration of the termination periods described above.
- As used in this policy, "Net Price" shall mean the reseller's stated price before sales tax, freight, and other shipping charges less all discounts. We consider price discounts, gifts and other free merchandise, giveaways and promotional offerings in determining net price. For any gift or similar promotional program, we define the dealer's effective Internet retail price to be equal to the dealer's retail selling price of the item less the retail value of the gift or the promotion.
- Infinity may from time to time offer special promotional sales of Infinity products as authorized by Infinity.
- Infinity, in its sole discretion, may modify the MAP/ IMAP Policy in whole or part at any time or designate promotional periods when the terms of this policy shall change or otherwise be inapplicable.

Infinity neither seeks, nor will accept, any assurance of compliance or agreement from any reseller regarding this policy. Infinity reserves the right not to discuss this policy with any reseller or third party, including but not limited to, any other Infinity reseller's compliance or noncompliance with this policy. No employee or representative of Infinity has been or will be authorized to modify or alter this policy or to bind Infinity to any action inconsistent with its terms.

All questions regarding the interpretation of this policy should be directed to the VP of Retail Sales Michael Milone, at 603-475-5700.

I have read and understand the Infinity Dealer Agreement.

Signature

Business Name

Date

Signature

Business Name

Date

INFINITY

MASSAGE CHAIRS

PURCHASE ORDER



68A Route 125
Kingston, NH 03848
Tel. 603-347-6006 * Fax 603-642-9291

Date: _____

Acct#: _____

BILL TO:		SHIP TO:	
NAME:		NAME:	
COMPANY NAME:		COMPANY NAME:	
ADDRESS:		ADDRESS:	
CITY, STATE & ZIP:		CITY, STATE & ZIP:	
PHONE:	FAX:	PHONE:	FAX:
E-MAIL ADDRESS: <i>(required)</i>		E-MAIL ADDRESS:	

RESIDENTIAL BUSINESS

QTY	MODEL/SKU	COLOR	UNIT PRICE	PRICE

WHITE GLOVE DELIVERY

WHITE GLOVE DELIVERY	--		
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SPECIAL INSTRUCTIONS

Standard Freight:	<i>included</i>
Standard Warranty:	<i>included</i>
3% Credit Card Fee:	

DELIVERY OPTIONS

TOTAL DUE:

Call for Delivery Appointment: YES NO Liftgate: YES NO

ESTABLISHED TERMS / METHOD OF PAYMENT

TERMS: Prepayment: Net 30:

PAYMENT METHOD: PaySimple: Check: ACH: Wire: Credit Card: Cash: Other:

CREDIT CARD INFORMATION

EXP. / CVV# _____

BILLING ZIP CODE: _____

The issuer of the card identified on this order form is authorized to pay the amount shown as Total upon proper presentation. I agree to pay such Total (together with any other charges due thereon) subject to and in accordance with Agreement governing the use of such card. All Sales are final and all deposits are non-refundable.

SIGNATURE: _____ DATE: _____