

New Reseller Account Application

Thank you for your interest in establishing a Reseller account with Concept Seating / Concept Seating Government. We are passionate about our 24/7 chairs and our friendly, knowledgeable customer support team will guide you through the process. The Concept Seating Reseller Program is designed to be mutually beneficial for the Reseller and Concept Seating. The sales and marketing team at Concept Seating are committed to building market awareness to help Resellers achieve a win – win relationship.

Concept Seating Commitment to our Resellers:

- Concept Seating will provide product training and will provide ongoing product updates.
- Concept Seating will provide leads when applicable.
- Concept Seating Resellers will receive best product pricing.
- Concept Seating Sales will accompany Resellers on sales calls when requested, Reseller will provide a minimum 10-day lead time to schedule travel.
- Concept Seating Resellers can purchase demo chairs at 50% of Reseller cost. Limit 6 chairs per year, as approved by Concept Seating.
- GSA pricing or applicable contract pricing will be provided when appropriate.

Please keep in mind incomplete paperwork will delay your application. Concept Seating reserves the right to approve or refuse an account at our own discretion. If you have any questions, please contact us sales@conceptseating.com.

As a prospective account, please provide the following:

1. Completed and signed Reseller application.
2. Copy of your Certificate of Liability Insurance for your business.
3. Copy of state sales tax certificate or resale certificate.
4. W9
5. Concept Seating / Concept Seating Government Credit Application

Concept Seating and Concept Seating Government are dedicated to supporting our Resellers. Internet sales are only approved through the Resellers' webpage and will not be permitted to sell on Amazon, eBay, or any other auction or discount site.

Concept Seating / Concept Seating Government reserves the right to close an account if the Reseller fails to comply with any part spelled out in this agreement, including failure to provide true or complete information on this application.



Authorized Reseller Agreement

Please submit your signed, completed application and required additional documents to: sales@conceptseating.com or fax them to: 262-754-0536

Legal Business Name: _____ Contact Name: _____

Mailing Address for Notices: _____

City, State, Zip: _____

Phone Number: _____ Cell Number: _____ Fax Number: _____

Website: _____ Email: _____

Years in Business: _____ Number of locations: _____ Brick and Mortar Location? Y N

Geographic Service Area: _____

Ownership Type: Partnership/LLP Corporation/ LLC Sole Proprietorship Other: _____

FED Tax ID Number: _____ Sales Tax Number: _____

Do you issue purchase orders? Y N If no, how do you issue orders? _____

By signing I certify that the information provided herein is true and correct and I am authorized to execute this agreement on the business' behalf. I affirmatively attest that I have read, clearly understand, and agree to the terms and conditions noted in the application on behalf of the applicant.

Authorized signature

Printed name

Title

Date



This **AGREEMENT** between Concept Seating – Division of Laacke & Joys and Concept Seating Government LLC, located at 3205 N 124th St, Brookfield, WI (hereafter called Concept Seating) and _____ (hereafter called Reseller) located at previous address listed will become an authorized Reseller of Concept Seating and Concept Seating Government at the effective date stated at the end of this document.

Purpose of this Agreement – To establish _____ as an authorized reseller/service provider for Concept Seating with the non-exclusive right to sell and service Concept Seating’s products as presented on the Concept Seating website.

Terms

Non-Exclusive Appointment - Concept Seating hereby appoints Reseller, and Reseller accepts the appointment, to act as a non-exclusive reseller of Products to End Users during the Term in accordance with the terms and conditions of this Agreement. Concept Seating may sell Products to any other Person, including resellers, retailers, and End Users.

Affirmative Obligations:

1. Reseller shall: (a) market and resell Products to End Users consistent with good business practice using its commercially reasonable efforts to maximize the Products’ sales volume.
2. Market and resell Products and conduct business in a manner that reflects favorably on the Products and the good name, goodwill, and reputation of Concept Seating.
3. Resell or offer to resell only Products that Reseller currently has in inventory or that have been ordered from Concept Seating and which order has been accepted by Concept Seating as available for delivery to Reseller, unless Reseller has received prior written authorization from Concept Seating.
4. Have sufficient knowledge of the industry and products competitive with each Product (including specifications, features and benefits) to be able to explain in detail to the End Users the features of the Products and the differences between the Products and competing products.

Authorized Reseller Criteria – To become an Authorized Reseller, reseller must comply with three of the four following criteria.

Please select three (3):

- Reseller must sell 15 Concept Seating or Concept Seating Government chairs in a calendar year. This portion of the agreement begins at the next January 1 date.
- Reseller must purchase at least one and may purchase up to six demo Concept Seating chairs per year at 50% of standard Reseller cost, for use as demos only. Special terms may apply.
- Reseller will promote themselves as a Concept Seating Authorized Reseller on Reseller’s website within 30 days of mutual agreement.
- Authorized Servicing Reseller shall perform, without limitation, service, repair, regular maintenance, warranty, recall on Concept Seating products, regardless of point of purchase and charge end user a price for such services established by Reseller.

Product Cost - The price to Reseller for products is Concept Seating’s current standard USA domestic Reseller commercial price. Unless otherwise agreed in writing, prices do not include any sales, use, value-added or other taxes, import duties, license fees or like charges (**Taxes**). Reseller is responsible for all such Taxes and shall indemnify Concept Seating for any such Taxes together with any interest, fines, or penalties thereon. When required to comply with any law or regulation, Concept

Seating will add such Taxes to the sales price when invoicing Reseller and Reseller shall pay the same unless Reseller has provided Concept Seating with a valid tax exemption certificate or similar document satisfactory in form to Concept Seating. Reseller must comply with Concept Seating's MAP Policy.

Order Procedure - By issuing a Purchase Order to Concept Seating, Reseller makes an offer to purchase Products pursuant to the terms and conditions of this Agreement and the Basic Purchase Order Terms contained in that Purchase Order, and on no other terms. Reseller is obligated to purchase from Concept Seating the quantities of Products specified in a Purchase Order. Concept Seating accepts a Purchase Order by confirming the order in writing or by delivering the applicable Products to Reseller, whichever occurs first. The express terms and conditions contained in this Agreement and the Basic Purchase Order Terms contained in the applicable Purchase Order along with any terms in Concept Seating's written confirmation exclusively govern and control the respective rights and obligations of the Parties regarding the subject matter of this Agreement. Any additional, contrary, or different terms contained in any Purchase Order or other request or communication by Reseller to Concept Seating pertaining to the sale of Products by Concept Seating is rejected by Concept Seating and is not binding on the Parties.

Off Limit Channels - No eBay advertisements or discount websites are allowed unless specifically approved in writing. Internet sales are not exclusive to any Reseller.

Shipping; Title and Rise of Loss - Shipping is FOB Concept Seating's Brookfield, Wisconsin facility and must be prepaid and add. Reseller unless specifically otherwise agreed by Concept Seating and reseller. Title and risk of loss to Products pass to Reseller when shipped. Products ship in the manner selected by Concept Seating unless otherwise agreed by Concept Seating. Drop shipping is allowed.

Payment Terms - Reseller shall comply with the payment terms established by Concept Seating at the time of Reseller's credit approval. If credit is not approved, Reseller may pay via credit card to be processed at time of purchase. Payment must be made when due in U.S. Dollars unless otherwise agreed upon at time of Purchase Order.

Commissions - Concept Seating Government orders sold directly to the end user will be paid to the reseller upon full payment by the end user.

Warranty - Products are sold subject to the applicable Concept Seating's standard printed warranty found on the Concept Seating website, conceptseating.com.

Affirmative Obligations – Reseller Shall:

1. Have the right to establish its own resale prices with respect to the Products.
2. At all times cooperate and use its best efforts to assist Concept Seating in the dissemination and/or the timely performance of, without limitation, any product safety alerts, recalls, technical service bulletins, etc., should they arise, or any other information as may be requested by Concept Seating.
3. Promptly notify Concept Seating of any complaint, technology issue, or adverse claim about any Product or its use of which Reseller becomes aware.
4. Serve as Concept Seating's liaison and promptly handle, in coordination with Concept Seating, all inquiries, orders, and complaints that Reseller receives regarding Concept Seating products, including complaints regarding Reseller's performance.
5. Observe all reasonable directions and instructions given to it by Concept Seating in relation to the marketing of the Products.
6. Respond promptly to End User inquiries about the status of their orders and the general operation and use of the Product
7. Comply with all applicable laws.

Negative Obligations – Reseller Shall Not:

1. Take any action that interferes with any of Concept Seating’s Intellectual Property Rights
2. Engage in any action that tends to disparage, dilute the value of, or reflect negatively on Concept Seating or the Product.
3. Conduct, have conducted or allow to be conducted, any analyses, testing or other reverse engineering of any Products, samples or other tangible items provided by Concept Seating to Reseller pursuant to the Agreement.
4. Modify, alter, replace, reverse engineer, or otherwise change the Products it sells to End User.
5. Install or otherwise use any Concept Seating product or part except in strict accordance with its intended use/application, applicable Concept Seating instructions, and local, state, and federal laws.
6. Submit any claims, whether warranty, recall, or otherwise, to Concept Seating that is not identified as a Concept Seating reimbursable cost or charge unless first authorized in writing by Concept Seating.
7. Accept or commit Concept Seating to any liabilities in connection with Reseller’s sale of Products or parts other than as set forth in Concept Seating’s limited warranty.
8. Extend, or purport to extend, on behalf of Concept Seating, any warranty to the End Users with respect to the Products other than Concept Seating’s limited warranty.
9. Sell Products to any Person other than an End User without Concept Seating’s prior written consent.
10. Market or resell Products under any brand or name other than the brand and name of Concept Seating.

Additional Obligations of Concept Seating and Reseller:

Marketing - To promote awareness and increase sales, Concept Seating will make available to Reseller, a library of resources including brand guidelines, logos, brochures, spec sheets and videos. Reseller shall utilize the marketing materials when presenting Products to prospects and customers. Concept Seating will provide Reseller with training on how to access all the marketing materials in Reseller Portal, located on the Concept Seating website, conceptseating.com.

Training - Concept Seating will provide product training sessions to Resellers. Training sessions will include chair features, operation, sales tips, new products, etc. Reseller shall train their sales and service staff on the features and operation of Concept Seating products. Reseller shall provide marketing materials to its team and shall assure that its team members are knowledgeable about Concept Seating products.

Intellectual Property - Concept Seating retains all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Products. Concept Seating’s Intellectual Property Rights are the sole and exclusive property of Concept Seating. Reseller does not acquire any ownership interest in any of Concept Seating’s Intellectual Property Rights under this Agreement. Any goodwill derived from the use by Reseller of Concept Seating’s Intellectual Property Rights inures to the benefit of Concept Seating. If Reseller acquires any Intellectual Property Rights in or relating to any Product by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Concept Seating without further action by either Party. Reseller shall use Concept Seating’s Intellectual Property Rights only in accordance with this Agreement and any instructions of Concept Seating.

Reseller’s Use of Trademarks and Brand Name - During the Term, Reseller is granted a nonexclusive license to use Concept Seating’s name and trademarks in the normal course of reselling Products and performing related services under this Agreement. Reseller agrees not to use Concept Seating’s name as part of Reseller’s name or in any manner which would misrepresent the relationship between Reseller and Concept Seating. Reseller may represent itself as an authorized Reseller of Concept Seating and may use Concept Seating’s name and Product model names in promoting Products. Upon termination of this Agreement, Reseller shall immediately cease representing itself as a Reseller and shall cease use of all Concept Seating names, model names, trademarks and any signs or other material, of whatever nature, which identify Reseller as a reseller of Products.

Term and Termination

The term of this Agreement (the **Term**) commences on the Effective Date and continues until the Agreement is terminated in accordance with this Section. This Agreement may be terminated: (a) by either Party for any reason or no reason, by giving the other Party at least 30 days prior written notice of termination, (b) by Concept Seating providing written notice to Reseller, if Reseller fails to pay any amount when due under this Agreement or any Purchase Order (**Payment Failure**), or (c) by Concept Seating, by providing written notice to Reseller, if Reseller is in breach of any representation, warranty, covenant or agreement of Reseller under this Agreement (other than committing a Payment Failure), and the breach, if capable of being cured, is not cured by Reseller within 10 days after Reseller's receipt of Concept Seating's written notice of the breach. Termination of this Agreement will not affect any rights or obligations of the Parties that, based on their terms, survive the termination of this Agreement.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any applicable jurisdiction or under any applicable circumstance, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction or under any other circumstance. Upon the determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall, if permitted by law, negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Indemnification

Each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (as "Indemnified Party") against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Indemnified Party, whether or not involving a third party claim, as a result of a breach or non-fulfillment of any representation, warranty, agreement, obligation, or covenant under this Agreement by Indemnifying Party.

Confidentiality and Non-Disclosure Agreement

During the Term, Concept Seating may disclose or make available to Reseller information about its business affairs, goods and services (including the Products), forecasts, confidential information and materials comprising or relating to Intellectual Property Rights, trade secrets, third party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not identified as "confidential" ("Confidential Information"). Confidential Information does not include information that at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of any breach of this Section by Reseller or any of its Representatives; (b) is or becomes available to Reseller on a non-confidential basis from a third party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Reseller or its Representatives prior to being disclosed by or on behalf of Concept Seating; or (d) was or is independently developed by Reseller without reference to or use of any of the Concept Seating's Confidential Information. If Reseller is required by applicable law to disclose any of Concept Seating's Confidential Information, Reseller will provide Concept Seating with prompt notice of the requirement, and Reseller will cooperate in efforts by Concept Seating to seek an appropriate protective order or other remedy and will consult with Concept Seating about taking steps to resist or narrow the scope of the requirement, and if a protective order or other remedy is not obtained, Reseller will disclose only that portion of the Confidential Information that Reseller is legally required to disclose and will exercise reasonable efforts to obtain assurances that the recipient will hold the Confidential Information in confidence.

Protection of Confidential Information. During the Term and for three years after the Term, Reseller shall: (a) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Reseller would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Confidential Information, or permit it to be used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any Person, except to Reseller's Representatives who need to know the Confidential Information to assist Reseller in performing its obligations under this Agreement and which Representative(s) provide assurance that the Confidential Information will be held in confidence. Reseller is responsible for any breach of this Section 8 caused by any of its Representatives.

Return; Destruction. Upon termination of this Agreement, Reseller and its Representatives shall promptly return or destroy, as determined by Concept Seating, all Confidential Information and copies thereof that it has received under this Agreement. However, Reseller's obligations with respect to any Confidential Information which constitutes Concept Seating's trade secrets will survive if such Confidential Information qualifies as a trade secret under applicable law.

Force Majeure. Concept Seating is not liable for any loss, damage or expense of any nature incurred by Reseller because of any delay or failure to manufacture, ship, or deliver any Products to Reseller if the delay or failure is caused, in whole or in part, by the occurrence of any contingency beyond the reasonable control of Concept Seating or its suppliers. Such events may include floods, storms or other acts of God, acts of Reseller, acts of any governmental authority or agent, fire, accident, strike, slowdown, war, act of terrorism, riot, epidemic, pandemic, quarantine, outbreaks of infectious disease or other public health crises, inability to obtain raw materials at a reasonable cost, failure or delay in transportation, shortage of labor, fuel, materials or manufacturing facilities or any other cause or circumstance that is beyond the reasonable control of Concept Seating. In the event of any such delay, the time for performance will extend for such time as reasonably necessary to enable Concept Seating to perform.

Amendment and Modification; Waiver. This Agreement may be amended, modified, restated, or supplemented only by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions of this Agreement is effective unless explicitly set forth in a separate writing and signed by the Party so waiving. No waiver by any Party operates as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right arising from this Agreement shall operate or be construed as a waiver thereof.

Limited Warranty, Disclaimer of Other Warranties, and Limitation of Liability. Concept Seating provides a limited warranty on its products. The limited warranty is exclusive, and Concept Seating provides no other warranties. Concept Seating's limited warranty also includes a limitation on Concept Seating's liability. Concept Seating's limited warranty is found at conceptseating.com.

Governing Law; Venue and Jurisdiction. This Agreement, and any dispute or disagreement arising out of this Agreement, or in connection herewith, is governed by the laws of the state of Wisconsin, excluding any rules that may direct the application of the laws of a different jurisdiction. Any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and exclusively conducted in its entirety in the state courts located in Waukesha County, Wisconsin or the federal district court located in Milwaukee County, Wisconsin. Each Party consents to personal jurisdiction and venue in such courts and waives and relinquishes all right to object to the suitability or convenience of such venue or forum.

Assignment; Successors & Assigns; No Third-Party Beneficiaries. Reseller may not assign any rights or obligations under this Agreement without the prior written consent of Concept Seating. Concept Seating may (without the consent of Reseller) assign its rights and obligations to a Person that acquires all or substantially all of Concept Seating's assets or 50% or more of the equity interests in Concept Seating. Any purported assignment in violation of this Section is null and void. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted assigns. This Agreement is for the sole benefit of the Parties, and nothing herein, express, or implied, is intended to or shall confer upon any other Person any legal or equitable right of any nature whatsoever under or by reason of this Agreement.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) must be in writing and addressed to the Parties at the addresses set forth on the face of the sales confirmation or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt of the receiving Party, and (iii) if the Party giving the Notice has complied with the requirements of this section.

Specific Performance. The Parties acknowledge and agree that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the other Party or its Representatives. Therefore, in addition to all other remedies available under this Agreement, each Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and each Party hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

Defined Terms. The following terms and phrases used in this Agreement have the meanings set forth below. Other defined terms and phrases have the meanings given to them in the text of this Agreement.

“Basic Purchase Order Terms” means, collectively, any one or more of the following terms specified by Reseller in a Purchase Order pursuant to Section 2: (a) a list of the Products to be purchased; (b) the quantity of each of the Products ordered; (c) the requested delivery date; (d) the billing address; (e) the delivery location; and (f) the due date for payment. For the avoidance of doubt, the term “Basic Purchase Order Terms” does not include any general terms or conditions of any Purchase Order.

“End User” means the final purchaser of a Product for its own internal use and not for resale, remarketing or distribution.

“Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website, and URLs; (d) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and other specifications and documentation; (e) trade secrets; (f) specifications of the Product; and (g) all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world.

“Person” means any individual or any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, bank, cooperative or association or any foreign trust or foreign business organization, and the heirs, executors, administrators, trustees, legal representatives, successors, and assigns of such “Person” where the context so permits.

“Products” means each of the following: (a) products identified in the sales literature provided to Reseller by Concept Seating from time to time, and (b) products available on the reseller portal on Concept Seating’s website.

“Purchase Order” means Reseller’s purchase order issued to Concept Seating hereunder or any other similar documentation that Reseller and Concept Seating mutually agree to use for the purpose of ordering and purchasing the Products.

“Representatives” means, with respect to any Person, any and all directors, officers, managers, members, employees, consultants, financial advisors, attorneys, accountants, lenders, and other agents of such Person.

“Concept Seating’s Intellectual Property Rights” means all Intellectual Property Rights owned by or licensed to Concept Seating.

Relationship of the Parties. The relationship between Concept Seating and Reseller is solely that of independent contracting parties. Nothing in this Agreement creates any agency, joint venture, franchise, partnership or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any right to assume or create any obligations on behalf of or in the name of the other Party.

Entire Agreement; Interpretation. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The sole and exclusive remedy for all liabilities, damages, losses and expenses and other matters arising under, out of or related to the Agreement or the transactions contemplated hereby are the remedies expressly set forth in this Agreement. All rights and remedies provided in this Agreement are cumulative, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that are available pursuant to the terms of this Agreement. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Electronic Signatures; Counterparts. This Agreement may be executed in any number of identical counterparts, each of which, for all purposes, are deemed an original, and all of which constitute, collectively, one and the same agreement. Signatures sent via e-mail, facsimile or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

Print Name _____

Signature _____

Title _____

Date _____

Concept Seating _____

Signature _____

Title _____

Date _____

