

# Qfiber

1340 Home Avenue, Building A  
Akron, Ohio 44310  
1-800-573-0052– Phone  
1-888-304-5454 – Fax  
[phil@qfiber.com](mailto:phil@qfiber.com)



## NEW DEALER ACCOUNT APPLICATION AND AGREEMENT

### 1. Company Information

Company Name:
D.B.A.:
Address:
City, ST ZIP:
Phone: ( ) -
"#\$5 ( ) -
Website:

Type or Category of Business:
Number of Employees:

### 2. Business Arrangement

<input type="checkbox"/> Is the company incorporated? Yes <input type="checkbox"/> No	Number of Years:	<input type="checkbox"/> Is the company a partnership? Yes <input type="checkbox"/> No	Number of Years:
Please provide the contact information for (2) OFFICERS (if a corporation) or (2) PARTNERS (if a partnership)			
Officer / Partner (1)		Officer / Partner (2)	
Name:	Title:	Name:	Title:
Direct Phone: ( ) -		Direct Phone: ( ) -	
Email:		Email:	

## Account Agreement and Terms of Sale

### Consent for Application and Credit Verification

The undersigned hereby applies to Qfiber, Inc. (d.b.a. "Qfiber") for credit. It is understood and agreed upon that the undersigned specifically consents to Qfiber investigating the applicant's credit history which may include the use of "Third Party" commercial and/or consumer credit reports for the purpose of extending credit.

### Pricing

Prices are subject to change without notice. The most recent price list supersedes previously published price lists. **Dealer/Distributors are required to uphold a strict MAP pricing of \$68 for Qfiber Body Wrap and \$58 for Qfiber Wrist Wrap on all sales.**

### Shipping Arrangements

All merchandise is shipped via United Parcel Service ("UPS") "Ground" unless specified otherwise. UPS charges and a handling fee will be added to your bill. Shipments outside of the continental United States will be billed accordingly. UPS requires an appropriate destination (NO P.O. BOXES) with an available signature provider, if needed.

### Billing Terms and Delinquent Account Policies

Qfiber extends the following terms:

- Net balance due (30) days from the invoice date; if credit terms are established.
- A finance charge of 2% will be charged monthly on outstanding balances (30) days past the invoice date.
- Orders will not be shipped on delinquent accounts.
- Qfiber reserves the right to terminate open account credit at anytime.
- If default of payment occurs, the customer agrees to pay any and all attorney's fees and collection costs, up to and including asset seizure.

## Returns – All Other Merchandise – Requirements:

- Notifications of defective, damaged, or erroneously shipped merchandise must be made within (14) days of receipt.
- All shipping charges for the returned merchandise will be incurred by the customer; no CODs accepted.
- A “Return Merchandise Authorization” (RMA) number, available through Qfiber Customer Service; the RMA number is valid for (60) days.
- A copy of the invoice must accompany the merchandise.
- Credit will be issued on resalable (verified by Qfiber inspection) merchandise:
  - Returned within (30) days of invoice date: FULL Credit.
  - Returned after (31) days of invoice date: full credit minus 15% restocking / processing fee.
  - Returned after (60) days of invoice date: please call Customer Service.

## Insurance

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Dealer/Distributor will maintain commercial general liability insurance of at least \$1,000,000 at Dealer/Distributor's sole cost and expense. Dealer/Distributor shall not have the authority to bind Company in any manner.

## Intellectual Property

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- (a) Subject to this Agreement, Qfiber grants to Dealer/Distributor the limited, non-exclusive right to use, during the term of this Agreement, the trademarks and trade names of Qfiber for the sole purpose of identifying Dealer/Distributor as a distributor of Qfiber. **When using Qfiber's trademarks and trade names, Dealer/Distributor must follow Qfiber trademark guidelines in Exhibit A attached hereto.**
- (b) Except as approved in writing by Qfiber, Dealer/Distributor will not exploit any of Qfiber trademarks, trade names or other intellectual property for any reason (including, but not limited to, for the purpose of causing Dealer/Distributor's website to appear as a search result). Except for the purposes of marketing of Qfiber, Dealer/Distributor will not exploit any of Qfiber's trademarks, trade names or other intellectual property.

## Product Descriptions

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- (a) Dealer/Distributor acknowledges that, for Qfiber descriptions posted on the Dealer/Distributor web site or included in Dealer/Distributor promotional materials, Dealer/Distributor uses only that information set forth on Qfiber packaging or Qfiber provided promotional materials.
- (b) If Dealer/Distributor requests or approves for inclusion on the web page describing Qfiber, in promotional materials for Qfiber or, if applicable, in materials accompanying samples of Qfiber, any text or other content that is not expressly set forth on the Qfiber packaging or inserts (the “**Additional Text**”), Dealer/Distributor will indemnify, defend, and hold the Qfiber Indemnified Parties harmless from and against any and all Losses arising out of, resulting from or related to such Additional Text.. Qfiber disclaims any and all liability for its use of Additional Text.

## Miscellaneous

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1) The undersigned hereby acknowledges and agrees that Qfiber does not provide any indemnification, whether express or implied, including any indemnification imposed by statute to the undersigned.

The undersigned hereby waives any right to indemnification from Qfiber including any statutory indemnification. Further, the undersigned shall indemnify, defend and hold harmless Qfiber and its directors, shareholders, officers, employees, subcontractors and agents from and against any and all liabilities, obligations, penalties, claims, judgments, demands, actions, disbursements of any kind and nature, suits, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising from the undersigned's actions or inactions, that relate in any way to this agreement or transactions between Qfiber and the undersigned's business, including without limitation, any alleged products liability or negligence claims in connection with property damage or personal injury (including without limitation death) of third parties, or any claim that the manufacture, use, sale, or offer for sale of any intellectual property rights infringes upon the intellectual property rights of any third party.

2) The undersigned will protect Qfiber Confidential Information from unauthorized dissemination and use with the same degree of care that the undersigned uses to protect its own like information, but at a minimum, with a reasonable degree of care. The undersigned will not use Qfiber Confidential Information for purposes other than those necessary to perform this Agreement and only employees of the undersigned who have a need to know such Confidential Information will have access thereto. The undersigned will not disclose to third parties Qfiber Confidential Information, in regards to any and all details of business, without the prior written consent of Qfiber.

3) This Agreement shall be construed and fairly interpreted in accordance with its terms, without any strict construction in favor of or against either party. Ambiguities shall not be interpreted against the drafting party. In construing or interpreting this Agreement,

the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The use of the singular or plural form shall include the other form and the use of the masculine, feminine or neuter gender shall include the other genders.

4) If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforcement of any or all of the remaining portions thereof.

5) The undersigned agrees that any dispute with Qfiber whatsoever shall take place solely in the forum of Summit County, Ohio, and that Ohio law applies to all disputes. Should a dispute arise between the parties, and if Qfiber is the prevailing party, the undersigned agrees that Qfiber is entitled to a reasonable award of its attorney's fees incurred in prosecuting or defending the action. The undersigned agrees that this fee shifting provision inures to the benefit of Qfiber only.

I have read, understand, and agree to the above Account Agreement and Terms of Sale policies. I understand that the Account Agreement and Terms of Sale policies may change at any time, and that I will be notified of such changes by US mail.

Corporation: (2) CORPORATE OFFICERS' signatures required  
Partnership: (2) PARTNERS' signatures required.

Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

## EXHIBIT A

### MARKETING REQUIREMENTS ON QFIBER

- Qfiber is always to be spelled as one word with a capital **Q**
- Qfiber (company) must approve all photos for internet and catalog use by Dealer/Distributor
- Qfiber(company) must approve all advertising copy of all Dealer/Distributor Advertising & Marketing materials
- Qfiber official logo must always accompany all photos of Qfiber.



- Dealer/Distributor agrees that Qfiber will not be sold by dealer/distributor or dealer/distributors representatives on Amazon or eBay