



Stay Connected, Keep Informed

lifestyle

NETWORKS

Networking, Entertainment, Automation, Security
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Chennai – 600 024.
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E.mail : ServiceIndia@LifestyleNetworks.com
Web: www.LifeStyleNetworks.com/India

Dealer Application Form

General Information:

Name: _____ Company Name: _____

Address: _____

City: _____ State: _____ Pin code: _____

Shipping Address: (If different than above) _____

Phone: _____ Mobile: _____ Email: _____

Website: _____ Preferred Login ID: _____

How did you hear about Lifestyle Networks? Manufacturer Search engines Other

Company Information:

Basic information about your business: _____

Company legal Status: Corporation LLC Partnership Sole Proprietorship

Year Established: _____ Annual Sales: _____ No. of Sales Persons: _____ No. of Installers: _____

Estimated monthly purchase from Lifestyle Networks: _____

Describe which product lines you currently offer or install?

Products Interested:

Choose the product lines you want, to become a dealer of Lifestyle Networks:

- Wireless Security Systems
- Structured Cabling
- Surveillance Camera Systems
- Home Automation (HAI)
- Multi Room / Multi Zone Audio
- Home Theaters

Note:

Lifestyle Networks requires a completed New Account Application including a signed copy of your Sales tax certificate. This form must be completed and on file with Lifestyle Networks prior to an initial order. Please complete all sections on all pages. The time taken for completed applications to be processed is approximately one week.

Agreement

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. Appointment of Authorized Dealer

Lifestyle Networks is happy to appoint you as our authorized Dealer for the sale and installation of the products supplied through us.

The Dealer agrees that all systems purchased shall be sold and installed by Dealer and/or his subcontractors within Dealer's authorized Territory. Dealer is not authorized to sell or install Lifestyle Networks products outside of Dealer's authorized Territory. Violation of this provision shall constitute cause for immediate termination of this agreement.

At the time of entering into dealership, Lifestyle Networks requires the dealer to purchase initially a "Demo Package" which is essential to promote the business by the dealer in their own territory. The "Demo Package" will be supplied at a nominal price

Any assistance for installing the "Demo Package" will be provided by Lifestyle Networks.

Upon becoming our dealer you can avail the following benefits from us:

- Aggressive Dealer pricing on products
- Regular e-mail communication
- Priority telephonic support
- Listing of your company on our web site as a dealer
- Access to our dealer web site
- Preview of upcoming products
- Invitations to attend regular dealer workshops at a reasonable cost

2. Acceptance

Dealer accepts this appointment and agrees to use its best efforts to fulfill the commitments made in this Agreement.

3. Scope of Services

Dealer

- I. Dealer shall faithfully make all efforts to promote and encourage the sale and installation of the products in their Territory. In particular, Dealer shall establish and maintain an adequate number of competent, trained personnel and maintain an adequate inventory of systems and spare parts to assure maximum sales and prompt and efficient service of the systems.

2. Mandatory approval required if any, must be obtained by the dealer from the concerned telecommunication authority for integrating our products with the relevant telephone. etc

Lifestyle Networks

Lifestyle Networks will provide the following in accordance with this agreement:

1. System manuals and documentation, in English
2. A special training course in the operation and installation of Lifestyle Networks Products shall be given to the dealers initially upon placement of their order.
3. Lifestyle Networks will forward all leads to the Dealers in their territory.

4. Purchase of Lifestyle Networks Products

1. Lifestyle Networks will sell and Dealer will purchase the products and the accessories, supplies and parts that are ordered by Dealer at the prices agreed by the parties.
2. When purchasing systems, accessories, supplies and parts, Dealer agrees to be bound by the price, terms and conditions in effect at the time as published to Dealer.

5. Proprietary Marks

1. Dealer expressly covenants that during the term of this agreement and after the expiration or termination thereof, Dealer shall not directly or indirectly contest or aid in contesting the validity or ownership of said proprietary marks.
2. Dealer shall not use the words Lifestyle Networks as part of its corporate or other business name. Dealer may however identify self as a master dealer of Lifestyle Networks in their Territory.
3. Dealer understands and acknowledges the proprietary nature of certain documentation, that is provided to Dealer by Lifestyle Networks.

6. Standards of Quality

Dealer recognizes and acknowledges that it is essential to the proper marketing, servicing, and the presentation and promotion of Lifestyle Networks's reputation and acceptance to the public at large that uniform standards of quality of service and of appearance be maintained. Therefore Dealer agrees to maintain and operate its business in accordance with all State and Local laws.

Dealer will maintain and direct a trained quality marketing organization and further provide or make suitable arrangements therefore for a qualitatively well trained installation and service organization.

Lifestyle Networks shall have the right to inspect Dealer premises upon providing reasonable written notice thereof.

7. Status

Dealer acknowledges that this Agreement does not create any relationship between the parties of an employment, partnership or joint venture nature. Dealer is not the legal agent of Lifestyle Networks, and this Agreement does not authorize Dealer to transact business in the name of, for, or on account of Lifestyle Networks nor to assume or create any obligations or responsibilities binding Lifestyle Networks in any way.

The rights and privileges of Dealer pursuant to this Agreement may not be assigned without the prior written authorization of Lifestyle Networks and granted by an officer of Lifestyle Networks. Such consent is not to be unreasonably withheld, provided that Dealer may assign its rights and privileges to any limited liability company of which the directors of the Dealer are shareholders.

8. Additional Responsibilities of Dealer

Advertising: Dealer agrees to conspicuously display Lifestyle Networks' products on and about Dealer's premises. Dealer will endeavor to conduct adequate advertising campaigns at appropriate times to effectively generate interest, leads and sales. Sales and promotional expenses incurred by the Dealer will be at the expense of and will be borne by Dealer.

Sales Training: Dealer will train all of their sales force in all aspects of said products.

Customer Complaints: Dealer will handle customer's complaints with a view to protecting the goodwill of Lifestyle Networks. Complaints received by Dealer, which cannot be readily remedied, must be promptly reported to Lifestyle Networks.

9. Termination and Default

1. Lifestyle Networks or dealer may terminate this Agreement upon ninety (90) days written notice from either side.
2. Termination in either case under this Agreement shall not release either party from the payment of any sums they owe to each other.
3. In the event of termination of this Agreement, Dealer shall immediately discontinue using the words "Lifestyle Networks" or any other Lifestyle Networks trade name or trademark. Dealer shall also remove all signs from his place of business, letterheads, business cards, advertising, telephone listing, etc. which might indicate or imply that Dealer is an authorized dealer of Lifestyle Networks. Dealer shall also return all printed matter, engineering data, catalogs, manuals, and price lists furnished to Dealer by Lifestyle Networks.

10. Entire Agreement

This Agreement supersedes all previous agreements between the parties regarding the marketing, sale, installation and servicing of Lifestyle Networks Products. This Agreement may only be modified in writing by both parties upon their written acceptance of such modifications.

11. Severability

Each section/paragraph of this Agreement shall be considered severable, and if, for any reason, any section or paragraph, term or provision herein is determined to be invalid or in conflict with any existing or future law or regulation, such shall not impair the operation or affect the remaining sections or paragraphs, terms or provisions of this Agreement.

12. Governing Law

This Agreement shall be interpreted and governed in accordance with the laws of the State of Tamil Nadu. All disputes are subject to the jurisdiction of court of Law of Tamil Nadu.

13. Caveat

The success of the business venture contemplated to be undertaken by Dealer by virtue of this Agreement is speculative and depends, to a large extent, upon the ability of dealer as an independent business, as well as other factors. Lifestyle Networks does not make any representation or warranty as to the potential success of the business venture contemplated thereby.

Terms and Conditions:

1. Your company will be one of the dealers in your region for stocking and selling the products that Lifestyle Networks are dealing with.
2. Lifestyle Networks reserves the right to make price changes at any time without prior notice
3. Replacement in case of damages or loss will be supplied at additional cost.
4. Lifestyle Networks will not be held liable in the event of any property damage occurring to the installers or users of the products.
5. The dealer prices must be kept confidential. Lifestyle Networks reserves the right to terminate its relationship with any dealer in violation of the pricing policy.
6. All payments shall be made through cheque (subject to realization) or Demand Draft. 65% of the total amount should be paid along with the order and 35% at the time of delivery.
7. All the products purchased from Lifestyle Networks should be sold at the given Maximum Retail Price only.

As Owner/Partner/Manager, I acknowledge to have read and understood Lifestyle Networks Policies and procedures and agree to abide by all terms and conditions of sale.

Name: _____ Date: _____

Signature: _____

Company Seal:

Please include a copy of your sales tax certificate along with this form