

# Air Solution Company

## Authorized Distributor Application and Credit Form

**Fax Completed Form to 513-860-9785 OR Email to [airsolutioncompany@hotmail.com](mailto:airsolutioncompany@hotmail.com)**

**Then Mail signed original to: Air Solution Company, PO Box 1727 West Chester, OH 45071**

<b>Business Name:</b>	<b>Telephone #</b>
<b>Address (street/city/ state/ Zip):</b>	<b>Fax #</b>
<b>Mailing Address If Different From Above:</b>	<b>Management Email Address:</b>
<b>Type of Organization</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Subsidiary of _____	<b>Website Address:</b>
<b>Primary Business (check all that apply):</b> <input type="checkbox"/> Distributor - Air Filtration Product <input type="checkbox"/> Air Filtration Maintenance & Service <input type="checkbox"/> Water Treatment Services <input type="checkbox"/> Liquid Filtration Maintenance & Service <input type="checkbox"/> Cooling Tower & HVAC Sales <input type="checkbox"/> Cooling Tower & HVAC Maintenance & Service <input type="checkbox"/> Other _____	<b>Number of Sales Representatives:</b>
<b>Do You Manufacture Any Filtration Products?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If Yes please describe:</b>	<b>In Business Since:</b>  <b>Annual Sales Volume:</b>

Principle Owners / Sales & Marketing Officers	Title	Direct Telephone Number
Accounting / Accounts Payable Contact	Email for invoices/statements	Direct Telephone Number

Top Five Trade References	City & State Location	Contact Name	Telephone	Fax-required

Bank References	Account Number	Address	Telephone
<b>Bank Name:</b>			
<b>Contact Name:</b>			

<b>Are Products Purchased For Resale?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Resale Certificate #</b>
<b>What Regions or States Do You <u>Actively</u> Sell In?</b>	

Continued:

## Terms & Conditions

1. This Authorized Reseller / Purchaser Application / Credit Application is not valid unless signed by an authorized representative or officer on behalf of the company.
2. Authorized Reseller (here forward called "Distributor") – hereby agrees that all amounts due for goods and services purchased from The Newway Company dba/ Air Solution Company (here forward called "ASC") are payable within 30 days from date of invoice.
3. Distributor agrees not to represent any directly competing air intake filter / cottonwood filter screening products which may exist and that mounts to the outside of HVAC mechanical equipment - (excludes: traditional commodity filters including pleated filters, bag filter, HEPA filters, water filters, etc.).
4. Distributor agrees to use all samples and sales tools provided and / or approved for use by ASC for exclusive use in generating sales of product produced exclusively by ASC.
5. Distributor agrees that all sales tools not produced by ASC for Distributor use to promote ASC products will be approved by ASC prior to market release.
6. Distributor understands ASC products are internationally patented and that other patents are pending and hereby acknowledges ASC intellectual property rights.
7. Distributor agrees not to attempt to simulate or replicate ASC products internally through its own means or production, nor through an outsourced supplier.
8. Distributor agrees not to endeavor to develop or purchase a product for resale which will compete directly or indirectly with ASC products.
9. Distributor agrees that ASC products, samples, sales tools, pricing information or other information will not be given in any form (e.g. verbally, written or digitally) to any third party that may be considered a competitor to ASC products.
10. Distributor agrees to have its sales & service personnel participate in a website based / conference call training session with ASC to learn the details of the product line.
11. ASC may request and Distributor hereby agrees to pay service charges on accounts over 30 days old. These service charges will accrue at the rate of 1.5% per month.
12. Distributor hereby agrees to pay, in the event an account becomes delinquent and is turned over to an attorney or collection agency reasonable attorney's fees plus all court and attendant collection costs.
13. Distributor acknowledges and agrees that the goods / services purchased from ASC are not payable in installments, but are payable in full as stated herein.
14. This agreement may be terminated at any time by either party. Immediately upon termination, Distributor agrees to pay all outstanding invoices from ASC and return all sales tools, drawings, engineering data and product parts and samples. Further, Distributor agrees to delete all digital sales tools, pricing information from computer systems (except pricing records related to customers quotes and sales during the time of this agreement); and to notify ASC in writing that files have been deleted.

### Agreed To By:

**Print Name & Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Signature** (*officer of company*): \_\_\_\_\_

### Air Solution Company:

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
President

**Signature:** \_\_\_\_\_

