



CLARK SYNTHESIS UNITED STATES DEALER APPLICATION

Thank you for your interest in becoming a Clark Synthesis Dealer. In order to process your application, please submit the following documents:

- Dealer Profile
- Dealer Agreement
- Sales Tax Exemption Certificate
- Credit Application (only if your are applying for terms)

Only complete applications will be considered.

Completed dealer application packages can be faxed to Clark Synthesis at (303) 797-7501. Once we receive your application package, you may place your initial order.

ORIGINAL DEALER APPLICATION FORMS MUST BE MAILED TO:

Dealer Relations
Clark Synthesis, Inc.
8020 Southpark Circle, Suite 600
Littleton, CO 80120

If you have any questions about the dealer agreement, please call us at 303-797-7500.



Dealer Profile

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Clark Synthesis product lines you are interested in carrying:

- Home Theater
- Outdoor Living

Business Information:

Business Name: _____

DBA: _____

Business Address: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

- Please check to place your business information on Clark Synthesis' web site.

Billing Address (If different from business address):

Shipping Address (If different from business address):



Dealer Profile

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Business Type:

- Sole-Proprietor
- Partnership
- Corporation
- LLC
- Other _____

Years in business: _____

Number of Locations: _____

Owner #1:

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Owner #2:

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Key Contact

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact

Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Dealer Application

The individual/entity (herein: "Dealer") agrees to the terms set below by Clark Synthesis, Inc.

1. This application to be an authorized Clark Synthesis dealer is subject to acceptance by Clark Synthesis, Inc. at its sole discretion. This application is submitted for review by Clark Synthesis, Inc., its officers, employees, and agents. No rights are granted to the applicant by this application.
2. Forms may be faxed to Clark Synthesis. Initial order may be placed based on acceptance of faxed forms. Dealer agrees to submit original forms to Clark Synthesis. If the original dealer application forms are not received at Clark Synthesis, additional orders will not be processed.
3. Payment terms for an initial order are COD / Prepaid / Credit Card. All accounts are Credit Card / COD / Prepaid until a credit application has been completed, reviewed, and approved.
4. Clark Synthesis, Inc., and its representatives have made no representations, assurances, or guarantees as to the profitability or success of the proposed dealership, and that the ultimate profitability or success of the proposed dealership may depend on future market conditions and economic factors that are beyond the Dealer's and Clark Synthesis, Inc.'s control. As a result, the Dealer's investment in the proposed dealership is made solely at the applicant's risk.
5. All shipments are F.O.B. Littleton, Colorado, USA, unless otherwise specified. Product subject to availability. Seller's acceptance of order is conditional. Seller shall not be liable to Dealer for failure to fulfill quantity, delivery or other terms if delays are incurred due to production, transit, or causes beyond seller's control.
6. Dealer must notify Clark Synthesis of defective merchandise within 30 days of date of receipt. Returns will only be accepted for defective product. Call to request a Return Authorization Number. Unauthorized returns will not be accepted and will be returned at the Dealer's expense. Clark Synthesis is not responsible for damages caused by misapplication of any products.
7. Dealer understands and agrees that the products are not medical devices and are never offered or intended for medical treatment of any diseases or disorders. Dealer understands and agrees that they will not make any medical claims relating to any Clark Synthesis, Inc. product.
8. This agreement shall be governed by the state laws of Colorado. Clark Synthesis, Inc., or the Dealer may terminate this agreement at any time by written notice.
9. By completing this Dealer Application, you certify that the information on the Dealer Profile, Dealer Application, and Sales Tax Exemption Certificate is true and accurate.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

SALES TAX EXEMPTION CERTIFICATE MULTI - JURISDICTION

See reverse side for instructions.

Issued to (Seller)		Address	
I CERTIFY THAT	Name of Firm (Buyer)		
	Street Address or Post Office Box Number		
	City	State	ZIP Code
QUALIFIES AS (Check each applicable item)	<input type="checkbox"/> WHOLESALER <input type="checkbox"/> RETAILER <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> LESSOR* (See note on reverse side) <input type="checkbox"/> CHARITABLE OR RELIGIOUS		
	<input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHER (Specify) _____		
	1) and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is _____ or		
	2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is: <input type="checkbox"/> CHARITABLE OR RELIGIOUS <input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHERWISE EXEMPT BY STATUTE (SPECIFY) _____		
City or State	State Registration or ID Number	City or State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
If the list of states and cities is more than six (6), attach a list to this certificate.			
<i>I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.</i>			
General description of products to be purchased from the seller			
<i>Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.</i>			
Authorized Signature (Owner, Partner or Corporate Officer)		Title	Date



CLARK SYNTHESIS™
TACTILE SOUND

Application for Clark Synthesis Credit

Page 1 of 5

Clark Synthesis, Inc. is pleased to offer credit to highly qualified dealers. To apply for credit, please complete this form and fax it to 303-797-7501.

Business Name: _____

DBA: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Financial Contact: _____

Email: _____

Years In Operation: Yrs. _____ Mos. _____

Business Type:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> LLC |
| <input type="checkbox"/> Sole-Proprietor | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Other _____ |

Sole Proprietorship:

Owner's Name: _____

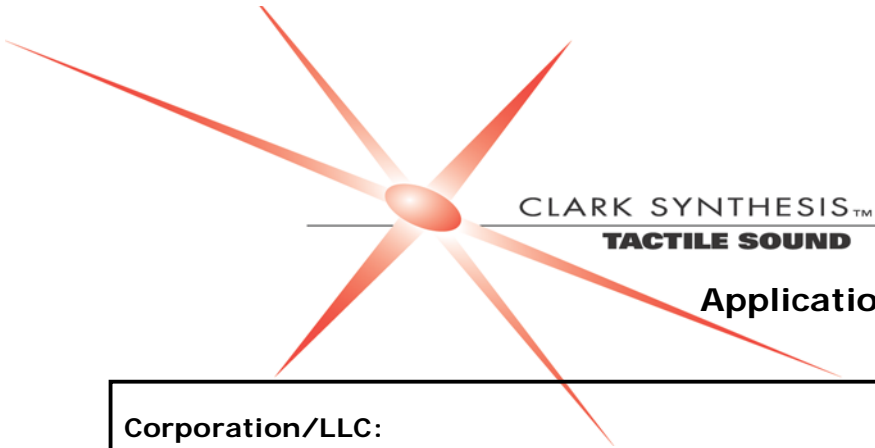
Address: _____

City: _____

State: _____ Zip: _____

Phone _____ Fax _____

SSN/FIN: _____



Application for Clark Synthesis Credit

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Corporation/LLC:

Corporate Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Principal's Full Name: _____

Title: _____

Home Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

2nd Principal's Full Name: _____

Title: _____

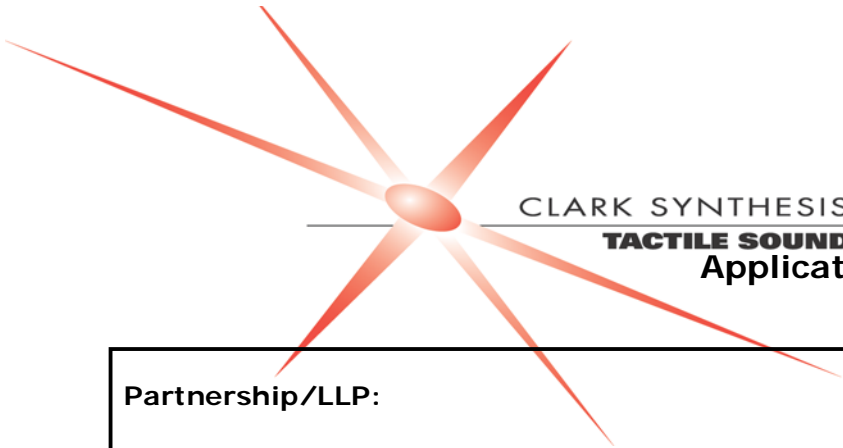
Home Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____



CLARK SYNTHESIS™

TACTILE SOUND

Application for Clark Synthesis Credit

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Partnership/LLP:

Partner's Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

SSN/FIN: _____

Partner's Name: _____

Title: _____

Home Address: _____

City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

SSN/FIN: _____



CLARK SYNTHESIS™
TACTILE SOUND

Application for Clark Synthesis Credit

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Financial Information:

Listed With Dun & Bradstreet?: Yes No

Name Listed Under: _____

D&B Number: _____

Bank Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Contact Name: _____

Phone: _____

Trade Reference: _____

City: _____ State: _____

Account #: _____

Phone _____ Fax _____

Trade Reference: _____

City: _____ State: _____

Account #: _____

Phone: _____ Fax: _____

Trade Reference: _____

City: _____ State: _____

Account #: _____

Phone: _____ Fax: _____

Trade Reference: _____

City: _____ State: _____

Account #: _____

Phone: _____ Fax: _____

Application for Clark Synthesis Credit

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Terms and Conditions:

1. Clark Synthesis, Inc. (hereinafter, "Clark") agrees to extend credit to the Dealer upon an acceptable review of this application and any information the Dealer has authorized Clark to obtain, including but not limited to business and personal credit bureau reports, bank information, and trade references.
2. Clark reserves the right to increase or decrease the initial credit line given to the Dealer over the term of the account based on the account history, credit bureau reports, or the solvency/insolvency of the Dealer.
3. Terms are Net 30. Payments must be received by the 30th day to avoid interest. Overdue payments will be assessed 1.5% interest per month beginning on the 31st day a payment is due. Additional orders will not be shipped to overdue accounts.
4. The undersigned applicant(s) understand and agree that Clark may obtain personal and business credit reports and will rely upon the accuracy of any and all information contained in these reports and in this application.
5. This agreement shall be interpreted and governed by the laws of the State of Colorado and venue and jurisdiction for any legal action shall be in the State of Colorado, County of Jefferson.
6. The undersigned applicant(s) warrant and represent that they are a U.S. business, at least 18 years of age, and a U.S. citizen or permanent resident alien.
7. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.
8. Clark reserves the right to amend or change the Terms, Conditions, and Application for Business Credit at any time.

I hereby request the above-mentioned bank and trade references to release the requested information regarding my account(s) for the purpose of processing my application for credit. I understand that the information provided will be used for that purpose only and will not be disseminated to any other company. I declare under penalty of perjury under the laws of the State of Colorado that the information given in this application is true and correct and for the purpose of obtaining a business line of credit with Clark. Further, I agree to be bound by the above Terms, Conditions, and Application for Credit. By signing at the bottom of this page, I am verifying that I have read, understand, and agree to this authorization and disclosure.

This is a true and accurate statement of our affairs and is made for the purpose of attaining credit. I agree to pay all terms as stated. If I fail to do so I realize my credit terms may be changed to C.O.D. or terminated by Clark Synthesis Corporation. In the event an open account is established for the business stated, the dealer agrees to pay invoices with terms, and further agrees that in the event of default of payment of any invoices to pay reasonable attorney fees and costs of collection. I, the undersigned do hereby grant Clark Synthesis Corporation permission to check my credit standing.

Signature: _____ Date: _____

Printed Name: _____ Title: _____