



International Dealer Application

Business Name:	Trading as:
Business Phone #:	Fax:
Email:	Importers Customs Reference ID:
Address:	City:
Country:	Postal Code:

Entity Type: Corporation Limited Liability Co. Limited Partnership Partnership Sole Partnership

Business Type: Retail Store Internet Retailer Installer (products installed on premises)

Description of your Business:	
Website Address(s):	
Do you sell products on eBay or Amazon? IF YES list your seller ID(s) below:	
Principal owner:	Date Established:
Annual Revenue :	Store Square Footage:
Authorized Buyer(s):	

Shipping/ Freight Forwarder Information

Address #1:	Attn:	
City:	Country:	Postal Code:
Phone number:	Fax:	Email:

Address #2 (optional):	Attn:	
City:	Country:	Postal Code:
Phone number:	Fax:	Email:

**MaxTow Products are exclusivley distributed by GlowShift Gauges, LLC.
GlowShift Gauges, LLC 444 Commerce Lane Suite A West Berlin, NJ 08091**



Payment is accepted via bank wire transfer only for international orders.

Dealers and Distributors are responsible for all shipping, brokerage, and bank conversion fees.

ALL APPLICATIONS MUST BE COMPLETELY FILLED OUT OR IT WILL BE REJECTED

TERMS & CONDITIONS:

In order to become a GlowShift Gauges, LLC ("GlowShift") dealer ("Dealer") or distributor ("Distributor" and with Dealer collectively "Reseller"), Reseller must establish a dealer account (a "Dealer Account") or distributor account (a "Distributor Account") through a one-time buy-in order of at least Seven Hundred and Fifty Dollars (\$500.00) (a "Dealer Buy-In") or One Thousand Five Hundred Dollars (\$1,500.00) (a "Distributor Buy-In") respectively. Please read the Dealer Account and Distributor Account requirements in the opening paragraphs of the Dealer and Distributor Account Agreement. This Distributor and Dealer Application (the "Application") incorporates by reference the Dealer and Distributor Account Agreement (the "Dealer Agreement") and GlowShift Reseller Warranty and Disclaimers (the "GlowShift Reseller Warranty" and with the Application and the Dealer Agreement collectively the "Agreement") as if restated fully in this Application. Reseller agrees to be bound by the terms and conditions of the Agreement upon GlowShift's approval of the Agreement.

Marketplace policy: GlowShift's Marketplace Policy outlines restrictions for selling GlowShifts products on third party websites. Distributing GlowShift products on the Amazon Marketplace, eBay, or any other third party marketplace that **is not wholly owned and operated by Reseller (a "Third Party Marketplace") is prohibited.** All Resellers must receive written approval from GlowShift, which may be withheld at GlowShift's sole discretion, to distribute GlowShift's products through a Third Party Marketplace. Upon GlowShift's written approval for Reseller's sales through a Third Party Marketplace, Reseller must clearly represent itself as an Authorized GlowShift Reseller in all online advertisements and sales material. Any Reseller distributing through a Third Party Marketplace without written approval from GlowShift will be immediately terminated.

Trademark policy: GlowShift's Trademark Policy sets forth general guidelines for the use of trademarks owned by GlowShift or its affiliated entities in conjunction with the promotion, distribution or sale of GlowShift's products and services. Proper use of trademarks can be determined only by GlowShift. These trademarks are registered by GlowShift in the Principal Register of the U.S. Patent and Trademark office, as well as in other countries around the world. As the owner of its trademarks, GlowShift has the exclusive right to use its trademarks, as well as the right to stop others from using its trademarks, or designations that are misleadingly similar to GlowShift trademarks, improperly or without GlowShift's authorization. Use or alteration of any images that are owned by GlowShift without GlowShift's prior written approval is prohibited. This list of impermissible uses of GlowShift's trademarks and logos is not exhaustive, and GlowShift will enforce its legal rights against those who engage in any of the aforementioned activities or any other activities which infringe on GlowShift's trademark rights.

MAP policy: GlowShift's Minimum Advertised Prices Policy (the "GlowShift MAP Policy") is non-negotiable, and will not be altered for any Reseller.. GlowShift's MAP Policy applies only to minimum resale prices, established by GlowShift, which are subject to change at any time. GlowShift's MAP Policy does not establish maximum advertised prices and all Resellers may offer GlowShift products at any price in excess of those indicated on GlowShift's Dealer Pricing Sheet, which contains the current listing of products and applicable prices available. The products and GlowShift's MAP Policy are subject to change at GlowShift's sole discretion. GlowShift's MAP Policy applies to all advertisements specific to GlowShift products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage. GlowShift reserves the right at any time to modify, suspend, or discontinue GlowShift's MAP Policy in whole or in part.

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One Year Non-Transferable Limited Warranty & Disclaimers: Reseller acknowledges no warranty is expressed or implied by GlowShift except those explicitly made herein. GlowShift warrants to the original retail customer purchaser, and not to any other purchaser or subsequent owner, that the product will be free from defects in material or workmanship for a period of one (1) year from the purchase date. **This warranty does not cover any product that is (1) installed incorrectly, (2) damaged by collisions, vandalism, or other accidents, or (3) improperly or incorrectly used, or damaged by similar causes. Purchaser’s sole and exclusive remedy for damages against GlowShift shall not be greater than the actual purchase price of the product for which the claim is made.**

TERMS AND CONDITIONS CAN BE VIEWED IN FULL AT: <https://www.glowshiftdirect.com/Dealers/GlowShift-Dealer-Terms.pdf>

Reseller Not A Franchisee: Reseller acknowledges this Agreement is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of GlowShift. Nothing in this Application shall be construed as a waiver of any applicable exemption that may be available to GlowShift under New Jersey Stat. 56:10-1 *et al.* or any other applicable laws.

Jurisdiction; Conflicts: A) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of New Jersey, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any custom or rule of law requiring construction against the draftsman. **B) Consent to Jurisdiction:** Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the applicable state or federal courts sitting in the State of New Jersey, Camden County, for purposes of all legal proceedings arising out of or relating to this Agreement, and each party agrees not to commence any legal proceeding related thereto except in such courts. Each party irrevocably waives, to the fullest extent permitted by law, any objection that he or it may now or hereafter have to the venue of any such court or that any such action has been brought in an inconvenient forum.

Your Signature Constitutes that you acknowledge you have received, read, and accept all terms and conditions and if applicable other agreements that you have received, read, and agreed to all applicable terms and contritions, which are available at <https://www.glowshiftdirect.com/Dealers/GlowShift-Dealer-Terms.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above.

Applicant Signature: _____ Date: _____

Printed Name: _____

Co-Applicant Signature: _____ Date: _____

Printed Name: _____

Applications can be emailed to Dealers@GlowShiftGauges.com or faxed to 856-324-9014.