

New

Existing - Update Review

Customer Number:

Customer Name:

Division:

Rep Group ID:

Rep Name:

Freight Terms:  Pre Paid  Prepaid and Add  Collect

Terms:  Net 30  Net 45  Net 60  Net 90  Other - See Special Terms

Special Terms:

Terms Description:

Freight Allowance:

Comments:

Approvals:      DM      VP      Accounting

Credit Limit Authorized:      \$

Date Account Set Up:

Accounting Use:

D&B Paydex:      Conservative Credit Limit:

Commercial Credit Score:      Financial Stress:

Order in House:  Yes  No      Amount of Order

Comments:



## Application for Credit

### Company Information

Company Name:

Street Address:

Billing Address (  Same as Street):

Phone:

Fax:

Federal Tax ID No:

Type of Business:  Corporation  Partnership  Limited Partnership  Individual Proprietorship  LLC

The customer shall notify the company in writing promptly of any changes in the name, address, type of ownership or structure

Years in Business:

Website Address:

Email Address:

Sales Tax Exempt?

Yes

No

**Re-sale or Tax Exempt Certificate must be attached**

### List of Officers or Owners

President/Owner:

SSN:

Title

:

Additional Officer/Owner:

SSN:

Title

:

Additional Officer/Owner:

SSN:

Title

:

Credit Limit Requested:

Purchase Orders Required:  Yes  No

Accepts Back orders:  Yes  No

Accepts Early Orders:  Yes  No

Sales Manager (Decision Maker):

Email Address:

Phone:

Receiving:

Email Address:

Phone:

(If delivery appointment is required for shipments)

Account Payable:

Email Address:

Phone:





## Application for Credit

### Bank References

Commercial Bank Name:

Account Type

Account #: Street Address:

***By signing this application, Applicant hereby authorizes BluBird Industries Inc. to request and receive a bank/trade reference in connection with the extension of credit and Applicant is willing that a photocopy of this authorization be accepted with the same authority as the original.***

### Supplier Trade References

Firm Name	Complete Address	Phone	Email Address
1.			
2.			
3.			
4.			
5.			

The undersigned Applicant understands and agrees that the following terms and provisions shall govern (his), (its), (their) open account with BluBird Industries Inc. (hereinafter individually/collectively called the Company), and make the presentations contained herein in order to induce the Company to extend credit to the Applicant.

1. I/We certify that the above information is correct and complete, and further understand that the Company shall rely on this information for the extension of credit and from time to time obtain Credit Reports on Applicant or any individuals listed above or to obtain credit and funding information from other persons or entities listed above.
2. The Applicant shall pay the Company in full for any invoices according to the terms extended.
3. Should the Applicant default in making any payment required by the terms hereof, and should the Company place Applicant's account with any attorney for collection, Applicant will pay all costs of collections, including reasonable attorney fees for the amount in default.
4. We reserve the right to suspend or terminate any business transactions with any account that is more than sixty (60) days past due.





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## Application for Credit

5. Failure to comply with the terms of this agreement may result in the suspension or termination of the agreement determined by the Company in its sole discretion.
6. This agreement shall be construed and enforced according to the laws of the State of Wyoming and the parties submit to a venue in Sheridan County, WY if suit is brought to collect any balance owed here under.

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Business Name

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Authorized Signature

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Printed Name and Title

Date





## Application for Credit

### Personal Guaranty

**THIS GUARANTY** is given by the undersigned to BluBird Industries Inc. ("Seller") in order to induce it to extend credit to or otherwise become the creditor of:

Company Name ("Company/Purchaser")

*NOW, THEREFORE, in consideration of the mutual promises of the parties and the extension of credit by the seller, I hereby unconditionally and personally guarantee to the Seller the prompt payment, when due, of every claim of the Seller, which my hereafter, arise in favor of Seller against Company/Purchaser. This is a continuing guaranty and shall remain in force until revoked by me by notice in writing, Certified Mail return receipt requested, to Seller, but such revocation, shall be effective only as to claims of Seller, which arise out of transactions entered into after its receipt of such notice. This obligation shall cover all indebtedness, which may from time to time be owed by Company/Purchaser, to Seller, and shall not be affected by any surrender or release by Seller or any other security held by it for any claim hereby guaranteed. In event of default by Company/Purchaser to make payment on its account with Seller when due, I agree without Seller first having to proceed against Company/Purchaser, including all loses, cost, attorney's default. The undersigned agrees to pay all costs of collection including one hundred percent (100%) of the principle and interest due as attorney's fees; if any past due amounts are collected by legal action or through an attorney at law.*

*Company/Purchaser executes the guaranty for the express purpose of inducing Seller to establish and maintain a credit account for purchases.*

*IN WITNESS WHEREOF I have signed and sealed the guaranty, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.*

\_\_\_\_\_  
Signature of Guaranty

\_\_\_\_\_  
Social Security Number

Guarantor's Address:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness





## EDI (Electronic Data Interchange)

- ❖ All Purchase Orders should be sent to [orders@blubirdindustries.com](mailto:orders@blubirdindustries.com).
- ❖ The **primary contact** for EDI support is Abhinav Rastogi CEO - BluBird Industries Inc. ([abhinav@blubirdindustries.com](mailto:abhinav@blubirdindustries.com))
- ❖ Somebody from the team would take the necessary action and act on it within 48-72 hours of receiving any notification.

Name	Role	E-Mail
<b>Orders</b>	<b>Group Mail</b>	<a href="mailto:orders@blubirdindustries.com">orders@blubirdindustries.com</a>
<b>Abhinav Rastogi</b>	<b>CEO</b>	<a href="mailto:abhinav@blubirdindustries.com">abhinav@blubirdindustries.com</a>
Ed Marquardt	President - BBI	<a href="mailto:ed.marquardt@blubirdindustries.com">ed.marquardt@blubirdindustries.com</a>
Ken Hebert	VP - Marketing	<a href="mailto:ken.hebert@blubirdindustries.com">ken.hebert@blubirdindustries.com</a>

- ❖ The company “BluBird Industries Inc.” **does not have it’s own EDI portal**. There are three cases in which the EDI is handled:
  - **Through our Vendor’s own Portal:** This is our preferred way since in most cases, we use our vendor’s own portal for the EDI process.
  - **Directly through our Customers over E-mail:** BBI team can be notified about the POs via e-mail address ‘[orders@blubirdindustries.com](mailto:orders@blubirdindustries.com)’.
  - **Through a third-party portal:** We use other third party softwares (such as SPS Commerce & IBM Sterling Forms) *only if our customer* requires us to use it. The onboarding of our customers on these platforms shall be done by themselves.
    - Example of Process Flow: We receive PO on the third-party portal and the acknowledgement is done on the portal itself. We get a notification if there is a PO uploaded and it is downloaded directly from the third-party portal.
- ❖ Please reach out to our respective internal teams for any queries or concerns. If you don’t get a response within 72 hours, you may directly reach our CEO at “[abhinav@blubirdindustries.com](mailto:abhinav@blubirdindustries.com)”.

Name	E-Mail
Accounts Receivable Team	<a href="mailto:ar@blubirdindustries.com">ar@blubirdindustries.com</a>
Accounting Team	<a href="mailto:accounting@blubirdindustries.com">accounting@blubirdindustries.com</a>



Sales Team	sales@blubirdindustries.com
Order Processing Team	op@blubirdindustries.com
Product Support & Quality	quality@blubirdindustries.com
Claims Team	claims@blubirdindustries.com
Customer Care Team	customercare@blubirdindustries.com
CEO's Office	ceooffice@blubirdindustries.com



## **Policy Documentation**

1. Warranty
2. Authorized Reseller Policy
3. MAP
4. Online Sales Policy
5. Trademark and Brand Policy

## **Warranty**

RMX products are designed and manufactured to the highest standards and deliver high-quality performance, ease of use, and ease of installation. If you encounter any difficulties while using your product, we recommend you first consult the user manual or the information in the support section of this website. You may also refer to the knowledgebase, FAQs, instructional material, videos, or support forum from the support section of this website.

We recommend you to register the product(s) on our website within 30 days of purchase to enable paperless warranty.

RMX warrants that its products, when properly installed and used, will be free from defects in material and workmanship for the period stated for the applicable product as set out in the Warranty Period Matrix from the date of first purchase (the Warranty Period).

In the unlikely event of a failure of the product, RMX or its subsidiary or partner or a 3rd party at its sole discretion, arrange your product(s) to be serviced or replaced, as applicable, when you inform us of the defect within the warranty period, provided that the product was used in the intended environment. This warranty does not cover failures due to abuse, accidental damages, or when the damage or defect has been caused by repairs made or attempted by anyone other than RMX and its authorized personnel or contractors or companies, or resellers.





This warranty policy only applies to the RMX products sold to the consumers by the company or partners or resellers through offline and online channels.

The **Warranty Terms** or period starts on the date of purchase as stated on your proof-of-purchase and expires at the end of the period indicated on the product or as marketed by the company unless otherwise stated. If you require warranty redemption on your product(s) but have lost your proof-of-purchase, RMX, at its sole discretion, may ask for the additional information or additional charges or reject the request.

The Warranty policy exclude or does not cover consequential damages (including but not limited loss of income), nor compensate against any loss of profit or loss of commercial interest. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the particular End User Customer.

The warranty excludes, or does not apply:

1. If the proof of purchase has been altered in any way or is made illegible.
2. If the product ownership was transferred to other than the original buyer.
3. If the defect is caused by abuse of the product or by environmental conditions that are not in conformance with the user manual of the product.
4. Damage caused by service performed by anyone other than company approved location.
5. If the defect is caused by connecting peripherals, additional equipment or accessories other than those recommended.
6. To third party applications used on- or with your products.

In order to avoid unnecessary inconvenience, we advise you to register your product, read the user manual carefully and/or consult the support section of this web site. To obtain service within the warranty period please contact the consumer contact center via one of the contact methods indicated on this web site.



## **Authorized Reseller Policy**

BluBird Industry Inc Authorized Resellers are authorized to purchase BluBird and allied brand's products from a Authorized Distributor. In order to ensure that our products are properly promoted and supported, BluBird Industries Inc has developed this Authorized Reseller Policy. This Authorized Reseller Policy ("Policy") governs the manner in which the Authorized Reseller program will be managed by us, and does not create or imply any contractual relationship between you and us.

BluBird Industries Inc reserves the right to modify this policy from time to time without notice. Your acceptance into this program is at the sole discretion of BluBird Industries Inc. BluBird Industries Inc may terminate your participation in the program at any time without liability to you.

### **Internet Sales**

You will not sell or offer for sale any product manufacture, sold and distributed by BluBird Industries Inc. over the Internet or any interactive electronic network without prior written approval from BluBird Industries Inc. We reserves the right in BluBird Industries Inc's sole discretion to approve or disapprove of the sale or offering for sale by Authorized Reseller of our products over the Internet or any interactive electronic network. BluBird Industries Inc reserves the right to approve or deny the use of 3rd Party Platforms on the Authorized Reseller Program. This will include but not limited to the sites such as Amazon, Buy, Rakuten, eBay, etc.

You must not sell or offer for sale any current product manufactured, distribute and sold by BluBird Industries via any Internet auction website. Current products are defined as those which appear in the most recent MRP Listing. Any newly overhauled or used products sold via Internet auction site must be identified as such in the auction item description. Check with your Distributor for a current MRP Listing or price lists or catalogue.

### **Returns**

Please contact your Distributor where you purchased the products. BluBird Industries Inc will not exchange any products directly with the Authorized Reseller; this must be done through the Distributor.



## **Consumers**

If your consumer has a technical question or would like to have a product repaired or purchase a spare part or a product repaired:

- Please have the consumer contact product support at [claims@blubirdindustries.com](mailto:claims@blubirdindustries.com).

## **Service**

Authorized Resellers must provide the highest quality customer service when representing BluBird Industries Inc's products and must not mislead or provide incorrect information to the end-consumer. Authorized Reseller shall clearly and conspicuously disclose in all their advertising and point of purchase materials that any accessories represented by them or made by third party to be "BluBird Industries Inc product's compatible" are not manufactured or approved by BluBird Industries Inc and may not be of the same quality as genuine BluBird and its allied brand's products and accessories.

## **Payment**

Authorized Resellers must not submit charges on an end-consumer's credit card for BluBird Industries Inc products until such product is shipped by the Reseller.



## Minimum Selling Price/ Unilateral Minimum Advertised Price (MAP) Policy

### North America

RMX Industries Private Limited ("RMX" or "Company") has implemented a Minimum Selling Price and Minimum Advertised Price (MAP) policy, which establishes standards for media advertisements of the RMX brands and product lines ("Products"). The brands include but are not limited to BluBird, BluShield, Oil Shield, Avaguard, AGLite, BluSeal, Impulse, Rapid Tie. The Map policy applies to all US and Canadian distributors, dealers, and resellers of RMX products ("Resellers"), except where such policies are in contravention with local laws.

RMX built a strong reputation in the market and is committed to protecting and advancing such a reputation by positioning its value-added, high-quality products effectively in the marketplace and by ensuring end users receive appropriate sales and product support. The Company has implemented this MAP policy to advance these goals. Further, RMX wants its committed Resellers to have the appropriate incentive to invest resources into marketing RMX products and servicing RMX's and our Resellers' end users.

Although Resellers remain free to establish their own actual resale prices, RMX will, without assuming any liability, unilaterally impose sanctions as described in this policy against Resellers who advertise RMX Products in violation of this MAP and MSP policy. RMX will not discuss with Resellers any conditions of acceptance related to this MAP and MSP policy, as it is unilateral and non-negotiable, and it will not be altered for any Reseller. Each Reseller is free to independently decide whether or not to follow this policy; RMX does not ask for nor will it accept any assurance of compliance or agreement from a Reseller regarding this policy. Nothing in this MAP and MSP policy or in any other contract or agreement with RMX shall constitute an agreement between RMX and Reseller regarding this MAP policy or the resale prices at which RMX Products are sold by any Reseller.

MSP and MAP apply to advertised prices and the price at which the products are sold.



## Advertising and Selling Products

The following rules govern the advertising of Product pricing:

1. You are encouraged to use the internet or other electronic media as a means to promote, advertise and sell Products, provided, however, you do not advertise Products on such electronic media at prices below MAP. For purposes of this policy, an "advertised price" means any publicly displayed offer to sell a product that includes a sale or transaction price.
2. Any Reseller that supplies to, or fulfills a Product on behalf of, any other person or entity that advertises any Product below the MAP price will be in violation of this policy.
3. Each Reseller is individually responsible for deciding whether and how to advertise in compliance with MAP. RMX will not review ads, websites, or other similar marketing material in advance to determine compliance with MAP.
4. Setting or negotiating actual sales or transaction prices, without advertising, is not a violation of this Policy until it's within the prescribed MSP.
5. The inclusion by Resellers of free or discounted products, rebates, or bundled promotions with a Product will be taken into account with respect to the advertised price regarding MAP compliance.

## Advertising Covered by MAP and MSP

1. Internet advertising (in all areas of a website above the "shopping cart" level on any website including the password protected sites of such website, and other pages that follow upon "click-through") including
  - a. Internet-only "e-tailers" that offer Products.
  - b. Web sites of traditional retailers, distributors, and mail-order businesses that offer Products, including membership clubs.
  - c. On-line services and portal sites that advertise Products (such as but not limited to google.com, aol.com, and yahoo.com)
  - d. Shopping sites ("bots") that advertise prices offered on Products (such as but not limited to, mylamon.com, dealtime.com, and bottomdollar.com) and marketplace sites (e.g., Amazon, Walmart, Rakuten).



- e. Auction sites with a minimum or starting bid (such as ubid.com, eBay.com, and Buy-it-Now).
- f. "Banner ads" for Products placed on any website (including the store's own website) and pages that follow banner ads upon "click-through".
- g. Any other electronic communication, media, or display of a price accessible by a search engine, web crawler, or specialized shopping and pricing engines.
- h. A 'click for price' or 'mouse over for price' button on a website.
- i. A percentage or monetary discount advertised in conjunction with the price brings such price below MAP.

### **Advertising Not Covered by MAP**

- a. In-store merchandising (such as store signage, price tags, window displays, banners, etc.).
- b. Print advertising (such as in newspapers or magazines), radio ads, TV ads, direct mailers, flyers, posters, coupons, brochures, catalogs, and direct emails.
- c. The shopping cart of a website, as long as the Product was placed there by the consumer (by clicking on the "Order" or "Add To Cart" button).
- d. Electronic websites operated by or for federal, state, and local customers (such as GSA) display contractually agreed-on prices.
- e. Direct marketing to pre-existing customers including pricing offered to such customers via email, phone, or through a 'bid' process in response to a customer inquiry that was not invited, suggested, or solicited and is not an automatic response to customer action.
- f. Special RMX promotions on Products, such as rebates or other discount programs. As long as the MAP price is shown along with the RMX authorized rebate or discount amount, advertising such special promotions is not a violation of the MAP policy.
- g. Rounding down the price to the nearest dollar, e.g., \$29.00 rather than \$29.99, will not constitute a violation of MAP.
- h. Advertising financing or free shipping and handling in connection with the purchase of any Product.
- i. Advertisements indicating that a Reseller 'has the lowest prices, that it will 'meet or beat any competitor price', or that its prices are 'too low to mention, or advertisements that 'call for a price' or phrases of similar import.
- j. Products advertisements without any pricing listed.
- k. Prices appearing as 'strike through' or marked out are permitted as long as the price advertised or listed for Products is at or above the MAP price.



## Compliance

RMX will monitor prices advertised by Resellers, either directly or via the use of RMX retained third parties. RMX will enforce this policy at its sole discretion; therefore, no Reseller has the right to rely on the continuation of the MAP policy or any effort by RMX to address its violations. RMX specifically reserves the right not to do business with Resellers who compromise the perceived value of RMX and its products and to cancel, and have its authorized distributors cancel, existing, accepted unshipped orders and refuse to accept new orders from Resellers or from distributors for such Resellers, for RMX products.

In the event a Reseller chooses not to follow the MAP policy, RMX may unilaterally impose the sanctions at its sole discretion. The restrictions may include but are not limited to sending notice of policy violation, limited time suspensions, revoking the negotiated prices, long time restriction from the benefits. Benefits include but are not limited to deal registration, allocation of leads, advertisement budgets, demonstration units, etc.

RMX shall determine in its sole and absolute discretion whether a violation of the policy has occurred.

## Policy Modification

RMX reserves the right at any time to modify, suspend or discontinue the MAP policy in part or designate promotional periods for product(s) during which the terms of the policy change, or designate periods of time during which the policy is not applicable.

## Contact Information

RMX Sales personnel have NO authority to discuss, modify or grant exceptions to this policy or have any communication with any reseller regarding this MAP policy or violations of this MAP policy. All questions or comments regarding this MAP policy are to be directed to the policy administrator at [abhinav@rmxind.com](mailto:abhinav@rmxind.com). The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and violations, and receiving any communication regarding sanctions imposed under this policy. RMX does not seek and will not respond to reseller communications alleging or complaining about other resellers violating this MAP policy.



## **Authorized Reseller eCommerce Requirements**

To qualify for acceptance into the program, your business must meet the following requirements:

### **1. Mandatory Discloser - Place(s) of Business:**

Maintain accurate and up-to-date company information and disclose all retail locations that carry our products throughout the term of your reseller relationship with RMX Industries.

Qualifying retail locations can only be one of the following: your physical brick and mortar store(s), your commerce-enabled website(s) or temporary storefronts (events, trade shows, pop up stores, etc.).

### **2. Approved Retail Website(s) Only**

Must only take orders via publicly accessible e-commerce enabled web pages hosted on approved websites owned and operated by your company.

Selling on third-party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited unless otherwise authorized by the BluBird Industries in written.

### **3. Report Sell-Through**

Provide sell-through information by SKU and approved retail location upon request. BluBird Industries reserves the right to perform an audit of financial statements pertaining to its products sales or the business operations (conduct) to ensure compliance with this policy.

### **4. Trademark & Brand Policy**

Must agree to comply with Trademark & Brand Policy and represent yourself as a RMX Industries Authorized Reseller in all online advertising and sales collateral.

Setting up businesses, registering domain names or using social media usernames that contain any of our's trademarks is strictly prohibited. To ensure compliance with





Authorized E-Commerce Reseller Policy, you must only use approved marketing materials for all RMX products.

You can read the entirety of RMX Industries Trademark & Brand Policy here:

<add link>

## **5. Minimum Advertised Price (MAP) Policy**

Ensure you understand and abide by RMX Industries MAP Policy. You can read the Policy in its entirety here:

<add link>

## **6. Assigned Geographic Territory**

Must be able to restrict customer order shipments to shipping addresses located within your assigned country or designated territory. This includes selling or shipping RMX Industries product(s) to end consumers online if your territory does not include the online channel.

## **7. Retail Consumers**

You may not sell in bulk to B2B accounts, wholesalers or freight forwarders/drop-shippers for other retailers unless otherwise authorized by RMX Industries. Sell to your end consumers only.

## **8. Purchase Directly from Assigned and Authorized Distributors**

Do not buy RMX Industries products from other retailers or from other sources not explicitly endorsed by RMX Industries.

## **9. Original Packaging**

Do not alter original packaging in any way prior to reselling RMX Industries products. Removing products from packaging and reselling our products in different packaging or under a different name is strictly prohibited.

## **10. Inventory Your E-Commerce Business Separately from Offline Retail**



You must have the ability to plan inventory for your e-commerce business separately from inventory planned for your physical store's business and provide accurate sell-through numbers for each.

#### **11. Use Known Third-Party Shopping Carts**

You must use a known third-party shopping cart system on all commerce-enabled websites owned and operated by your company.

#### **12. Ensure PCI Compliance**

Must ensure PCI (payment card industry) compliance for all approved commerce-enabled websites owned and operated by your company.

#### **13. Maintain Updated Privacy Policy**

Must publish and maintain a publicly accessible privacy policy.

#### **14. Use RMX Industries-Supplied Core Product Data in Feeds**

Must be able to use standard set of RMX Industries-supplied data in product data feeds that you distribute to third-party advertising venues unless prior written permission is obtained by RMX Industries in advance.

#### **15. No Bundling without Obtaining Permission**

Must not re-SKU or bundle RMX Industries products in your online assortments and data feeds without receiving prior written permission from RMX Industries.

#### **16. Obey the Law, Abide by Policy Rules and Serve Customer Needs**

Reseller must comply with all applicable laws, rules, regulations and policies related to advertising, sale and marketing of RMX Industries products. Must provide a level of sales support and customer support for our customers that, at a minimum, demonstrate industry best practices.

#### **17. Additional Reseller Obligations**

Reseller will not market products intended for use as add-on, accessory or to be marked as compatible products to RMX Industries products, unless the particular product is expressly authorized by RMX Industries for sales by reseller. If a reseller wishes to do



so they forfeit the opportunity for their brand to be listed on the RMX Industries dealer locator.

Failure to comply with all of the terms in RMX Industries's Authorized Reseller E-Commerce Policy will result in suspension or termination of your account. **Download PDF** for detailed policy document