

Please note: Dealer Agreements will not be processed until you have submitted your resale certificate to us.



Shoreview Distribution Dealer Agreement

Agreement made this day of , _____ by and between Shoreview Distribution Business Trust ("Seller") a Massachusetts Corporation with its principal office at 69 Elm Street Foxboro, MA 02035 and (" Buyer") _____ and if incorporated, incorporated in the state of _____ with its principal office at _____

1. SALE -Seller has agreed to sell and Buyer has agreed to purchase Audio, video, or electronic equipment (Hereinafter "Goods") in accordance with the plans and specifications set forth in the Terms and Conditions of Sale listed in this agreement.

2. PRICE -The total price to be paid to the Seller by the Buyer for the Goods shall be listed on our website: www.shoreviewdistribution.com and subject to change at any time. It is further agreed that such price does not include freight, shipping, delivery and insurance costs, which shall be the sole responsibility of the Buyer.

(A) Payment shall be made as follows: The entire amount due by Buyer shall be paid in full, to seller, not later than 30 days after receipt by Buyer of the goods purchased.

(B) In the event that the Buyer fails to pay the Seller within said thirty day period, the Buyer agrees to pay the Seller a set fee of 1.5% per month on the unpaid amount due Seller, plus all costs of collection including all collections agency fees and attorney fees and other costs.

(C) Should denial of payment by customer's bank occur for insufficient funds customer agrees to pay \$25.00 as a Handling Fee for each item returned.

(D) All checks are to be made payable to Shoreview Distribution Business Trust.

3. MINIMUM ADVERTISED PRICING ("MAP")- Shoreview Distribution Business Trust hereby unilaterally sets the Minimum Advertised Price ("MAP") on any and all products by all means of solicitation, including electronic or print means, including facsimile, Internet Web Site, On-Line Service, Newspaper, Magazine, Newsletter, Direct Mailing, or similar means.

(A) This MAP pricing is listed on www.shoreviewdistribution.com.

(B) MAP pricing does not in any way restrict the actual price that the dealer may sell the product for, nor does it restrict price quotes sent in reply to written solicitations to bid.

(C) Dealers who advertise products below MAP pricing will be terminated immediately.

4. ORDERING - All orders and correspondence should be sent directly to Shoreview Distribution by fax (781-784-4680), email (orders@shoreview.biz) or directly on our website www.shoreviewdistribution.com.

(A) All orders are subject to approval by Shoreview Distribution Business Trust.

(B) Terms are Net 30 days with prior credit approval for accounts in good standing.

(C) New orders will not be shipped until past due invoices have been paid in full. Seller will not hold goods for customers who are not in good standing.

(D) Cancellations must be received in writing before the item has shipped and could be subject to 15% restock fee

(E) Prepay customers have no more than 2 days to make funds available for their order.

5. SHIPPING AND DELIVERY

(A) It is understood and agreed that the Seller cannot guarantee shipping dates and times for the goods in as much as it is under the control of our manufacturers who are not a party to this agreement.

(B) Shipment of the Goods purchased shall be via a carrier of Shoreview Distribution Inc.'s choice unless otherwise specified in writing by the customer.

(C) Will call pickups are available in our Foxboro, MA and Ontario, CA ONLY with prior arrangements made in writing and approved by Shoreview Distribution Business Trust. Pickups are to be made only by employees of Buyers organization, and NOT by a 3rd party freight carrier, or customer of Buyer. Ontario, CA pickups are subject to a \$12.00 fee.

(D) Freight charges will be added to all orders except for orders shipping to one location totaling \$15,000 or more. **(Martin Lighting, Sony Parts, and certain TV's, as well as orders receiving special pricing, and special order items not shown www.shoreviewdistribution.com are *not* eligible for free freight).**

(E) Seller will drop ship most goods to anywhere in the United States.

(F) Any shipment to a residential address will be shipped with a signature required. If you request that we ship without a signature required, then Buyer is fully responsible for damage or loss of the goods.

(G) All shipments with shortages must be reported to Shoreview within 2 days.

It is agreed that Shoreview Distribution, Inc. has rights/ownership to all products invoiced/shipped until the full invoice is paid in full.

6. RETURNS PROCEDURE - All returns must receive a return merchandise authorization (RMA) number from Shoreview Distribution, Inc. A downloadable request form is available on www.shoreviewdistribution.com via the Customer Service tab. Please send all return requests to rma@shoreview.biz.

(A) Merchandise returned without return authorization from Shoreview Distribution will be returned to the Buyer at the Buyer's expense.

(B) Authorized returns must be received within thirty days of issue or will otherwise be canceled.

(C) Certain items including but not limited to TVs, software, lenses, batteries, chargers, & cables and special order items are not eligible for return. To avoid purchasing unwanted non-returnable items make use of your sales representatives who are product specialists and can guide you through your product selection.

DEFECTIVE RETURNS - Defective units may be returned for merchandise credit. A replacement PO must be submitted with defective RMA requests. Defective returns are subject to our approval and are issued in accordance to the manufacturers rules. Vendor warranty information can be found on Shoreview Distribution's website.

Original invoices must be paid in full. Credit will be issued upon receipt of the defective unit at the appointed warehouse. Shipping for a defective return is paid by the customer.

**Service Information: All service and repairs should be directed to the closest service center. Center information can be found on Shoreview Distribution's website.

NON DEFECTIVE RETURNS - Non defective returns are subject to our approval, and are charged a 15% restocking fee. Balance due to customer to be paid in the form of a merchandise credit, less 15%. Shipping for a non defective return is paid by the customer.

DAMAGES - Before accepting any delivery, please make sure to examine each package for signs of damage. If you notice any signs of damage, please refuse the package and note your reasons on the Return BOL and contact Shoreview Distribution immediately. Once you have signed for delivery, we will not be able to file a claim with the shipping company. If damage issues arise after you have signed for merchandise, you are responsible for filing all claims with the shipping company, and Shoreview Distribution will not be liable.

CONCEALED DAMAGE - If you find a damaged unit inside of an undamaged box, please email us immediately at: orders@shoreview.biz and provide the following ; a photo of the product with damage, a photo of serial number on the unit, a photo of box showing no signs of damage and a photo of the box showing the serial number. All concealed damage requests must be received within 7 days of receipt. All items not accepted shall be returned to Seller at the Buyer's expense in original factory boxes and materials and in the same condition as each item was received. Any item not returned within ten days of the notification of rejection to Seller by Buyer pursuant to this paragraph shall be deemed accepted by the Buyer and paid for in full pursuant to the terms of paragraph 2.

REFUSALS - Buyer shall examine each shipment promptly and shall, within 7 days of receipt of each shipment advise Seller in writing of each item, which is being refused and the reason(s) for refusal. A 15% restock fee may apply dependant on the reason of refusal.

**Drop shipments- Shoreview Distribution will drop ship to the Buyer's customer at the Buyer's request. It is the Buyer's responsibility to ensure their customers adhere to the above return procedures.

7. TERMINATION- It is agreed that the Seller may terminate this contract for any reason provided the Seller give the Buyer written notice. Such termination shall not relieve the Buyers obligation to pay the Seller all sums due under this agreement, including the Buyers obligations pursuant to Paragraph 2 of this agreement.

8. BUYER'S DEFAULT- In the event that the Buyer fails to comply with any term of this Agreement, the Seller shall have the right to terminate this agreement, forthwith and the Buyer shall remain obligated to the Seller for all sums due seller under this agreement.

9. WAIVER- A waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

10. VALIDITY- This Agreement shall be construed under the laws of the Commonwealth of Massachusetts. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. The parties agree and confer jurisdiction upon the Norfolk County Superior or District Court in Dedham, Massachusetts for the resolution of all disputes and or claims between the parties arising from this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

Shoreview Distribution, Inc.
69 Elm Street Foxboro, MA 02035

BY _____ Date: _____
(Buyer)

By _____ Date: _____
(Seller)

Company: _____ **Date:** _____
City, State: _____ **Phone:** _____

Addendum for Sony Customers

- (a) To maintain a display of the key models of the Products and promotional material pertaining thereto; To resell the products, except as otherwise provided in sub-section (f) below of this paragraph 6, only to bona fide end users at and only at retail locations within the Territory, provided however that the Customer may solicit sales from, and ship Products to, purchasers located in the continental United States or Alaska provided further that the Customer may not export Products outside of the United States;
- (b) Not to engage in any unfair competitive practices including, but not limited to product disparagement and bait and switch practices;
- (c) To sell refurbished Products, if any are sold by the Distributor-Reseller to the Customer, only as such and not as new Products;
- (d) If the Customer sells or advertises any Products on the Internet, to agree to advertise and sell same only in accordance with the additional requirements set forth on the attached "Exhibit 1-Customer Internet Advertising and Sales Requirements"; the Customer must also agree that Consumer Products identified as such on the Division's Price List may not be sold on the Internet. Additionally the Distributor-Reseller may notify the Customer of other Products which may not be sold on the Internet in accordance with notices as may from time to time be provided to the Distributor-Reseller from the Division;
- (e) To sell Consumer and/or General Products, identified as either in the Division's Price Lists, only to business, professional/hobbyist, educational or industrial end users and not for personal, family or household use, and to value-added resellers ("VARs") that meet the following criteria: (i) the VAR must be located within the continental United States or Alaska, (ii) the VAR must purchase Products only for resale as either (a) an integrated part of a system that results from the addition of significant added value to such Products through the VAR's combination of such Products with products or accessories manufactured and/or assembled by or for the VAR for resale (a "System"), or (b) additions to, or substitutions in, an existing System sold by the VAR. Further each Customer of the Distributor Reseller must agree to advertise the Consumer Products only in the continental United States and Alaska and only through conventional business and industrial advertising media directed to business, professional/hobbyist, educational or industrial end users. Each advertisement of such Products must contain a description of the Consumer Product containing at least the following: (i) model number and general description of each such Product; and (ii) description/listing of major features/specifications of each such Product. If a picture of a Consumer Product(s) is included in any advertisement, the picture must be a "catalog" picture or depict a business, professional/hobbyist, educational or industrial application as opposed to personal, family or household application;
- (f) To arrange to service the Products by referral of end-user purchasers to an authorized Sony Service facility authorized for the Products requiring Service.

EXHIBIT 1

CUSTOMER INTERNET ADVERTISING AND SALES REQUIREMENTS FOR SONY

ARTICLE V – PROFESSIONAL AUDIO DISTRIBUTOR

1. In connection with the advertisement of the Products and sale of the Products permitted to be sold on the Customer's website (hereinafter "Internet Products"), the Customer must agree with the Distributor-Customer to:
 - 2.(a) Create a section in the Customer's website identified as the Customer's site for Sony Broadcast and Professional products in a manner and with a name and URL (IP or Internet address) approved by Sony Electronics Inc. in writing (hereinafter the "Customer's Sony Site"). The Customer's Sony Site shall only contain images and information about the Products and explain how to purchase the Internet Products from the Customer (including "shopping cart" access through or from the Customer's Sony Site). The Customer's Sony Site will provide the ability to search for the Products by name, model number and product category within the Customer's Sony Site. The Products must also be able to be located via any product or product category search tool or other locator tool provided in the Customer's website. All the Products data and images may also be displayed with any competitive product offered by the Customer on the Customer's website, but outside of the Customer's Sony Site, as part of any product category comparison or listing;
 - (b) Prominently state in the Customer's Sony Site and at the point the Customer obtains customer shipping information that the Internet Products are available for sale only to bona fide end user Customers and will only be shipped to addresses within Territory;

(c) Fully comply with the requirements of the Division's Ad Kit, as posted on the Distributor-Reseller's Website, in the advertisement of the Products on the Customer's Website;

(d) Provide at least the following customer services:

(i) A toll-free customer telephone number to answer customer inquiries regarding the Products, their use and related matters, for at least ten (10) hours a day, five (5) days a week, which is adequately staffed with enough individuals to meet anticipated demand and who, in the aggregate, have been trained in the operation, features and benefits of all Products then offered on the Customer's Website or, the functional equivalent provided by some other means;

(ii) Conspicuously post on the Customer's Website, at all places where Customer and other personal information is collected, a clear and conspicuous statement of the Customer's privacy including, at a minimum: (a) what personal information may be collected and by what means; (b) who, if anyone, is collecting the personal information; (c) how this information may be used, including with whom, if anyone, it might be shared; (d) the consequences, if any, if the Customer elects not to provide personal information; (e) how Customers can access and, if necessary, change the personal information maintained by the Customer; (f) a general statement about how data security, quality and integrity is ensured; and (g) where and how to ask questions or file complaints;

(iii) A secure means of ordering the Internet Products online, including a prominent statement of the level of security provided for such transactions displayed at least on the ordering page(s) of the Customer's Website;

(iv) Internet Products order status information (acceptance or rejection) and product availability status within twelve (12) hours of the submission of each order and, if not immediately available, provide the customer with the option of canceling the order;

(v) Shipment of the Internet Products so ordered within forty-eight (48) hours of order acceptance; and,

(vi) Use one or more reliable delivery service providers capable of proper and safe delivery of the Internet Products ordered to all locations within the United States. Not conduct auctions of the Products nor sell the Product by auction or substantially similar means from the Customer's Website or through any third-party auction site or facility; Submit to Sony Electronics Inc. for its review, the Customer's Sony Site and any pages of the Customer's Website, referencing, depicting for describing the Products or the Customer's relationship to Sony Electronics Inc. ("SEL") in advance of initially placing such pages on-line to the general public. Any changes to such approved pages thereafter must be submitted to SEL for review and approval unless the changes made by the Customer are only to incorporate, any change, material, data or pictures supplied to the Customer by SEL or the Distributor-Reseller as authorized by SEL, in which event no submission for review and approval is required. In all cases in which review and approval of content by SEL is required under this provision, the SEL's review and approval shall not be unreasonably withheld or delayed and shall be limited to a review of (i) proper usage of Sony trademarks, logos and trade names, (ii) compliance with the graphical picture quality resolution standard referred to above; (iii) Product performance claims; (iv) verification of offering of only the Products authorized hereby; and, (v) any language or depictions which in the sole opinion of the Division is potentially injurious to the Division's good name, image or reputation.

(g) NOT ADVERTISE OR SELL VIA THE CUSTOMER'S WEBSITE ANY PRODUCTS IDENTIFIED AS "CONSUMER PRODUCTS" IN THE DISTRIBUTOR-RESELLER'S PRICE LISTS UNLESS SPECIFICALLY AUTHORIZED TO DO SO PURSUANT TO A SEPARATE AGREEMENT BETWEEN THE CUSTOMER AND SONY ELECTRONICS INC., IN WHICH CASE ALL ADVERTIZING AND SELLING OF SUCH CONSUMER PRODUCTS SHALL BE DONE ONLY AS AUTHORIZED IN, AND IN STRICT ACCORDANCE WITH, ANY SUCH SEPARATE AGREEMENT; and

(h) Not post or otherwise communicate on the Customer's Website price quotes for Products that do not comply with the Division's CO-OP MAP guidelines then in effect, if any, although the Customer may communicate such price quotes via e-mail, facsimile, telephone, "sail mail" and other means other than the Customer's Website.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.
Shoreview Distribution, Inc. 69 Elm Street Foxboro, MA 02035

BY (Buyer) _____ DATE _____

Shoreview Distribution Dealer Application

Legal Business Name: _____

Corporation: _____ Sole Proprietorship: _____ Partnership: _____

Billing Address	Shipping Address (if different)

Phone: _____ Fax: _____ Web Address: _____
Tax Resale #: _____ Years in Business: _____
Business Description: _____

Key Personnel:

Principal: _____ Phone: _____ E mail: _____
Purchasing: _____ Phone: _____ E mail: _____
Sales Manager: _____ Phone: _____ E mail: _____
Accounts Payable: _____ Phone: _____ E mail: _____

Make the switch to *Paperless billing* today and make a positive impact on our world.

SIGN ME UP! E mail: _____

Your invoices will be e-mailed to you and can also be downloaded from the My Account section on our website.

___ We will use a credit card for payment and will not need to supply Trade References

Bank & Trade References:

Please complete or attach a reference sheet if applying for terms.

Bank Name: _____ Account #: _____
Bank Address: _____

Name: _____ Address: _____
Phone: _____ Fax: _____ E-mail: _____
Account #: _____ Contact: _____

Name: _____ Address: _____
Phone: _____ Fax: _____ E-mail: _____
Account #: _____ Contact: _____

Name: _____ Address: _____
Phone: _____ Fax: _____ E-mail: _____
Account #: _____ Contact: _____

The undersigned warrants that the information submitted is true and correct and hereby authorizes Shoreview Distribution to make such inquiries as are necessary to obtain credit information.

Signature of Principal: _____
Title: _____ Date: _____

*** A resale certificate MUST accompany this paperwork in order to complete this application***
Please Fax: 781.784.4680 or E-Mail to orders@shoreview.biz