



Authorized Resale Dealer Program Agreement

Dealer Program - Essence of Music Media Care Products

Thank you for your interest in becoming an Essence of Music Dealer. Our Dealer Program is not a contract or guarantee, but a set of terms and conditions of sale that are subject to change or may be discontinued at any time. To participate in this program, an Authorized Dealer Application listing the company retail sales location(s), must be on file prior to receiving a Dealer Price Sheet and other program materials. All determinations of acceptance as a Dealer are at the sole discretion of our management. Our Dealer program is designed for consumer electronics retailers or resellers.

Dealer Program Benefits

- Personal Dealer Login for online inventory purchasing and tracking purchases
- Direct factory relationship for fulfilling orders and technical service; contact 214.908.8482 or sales@essence-of-music.com for assistance
- MAP Pricing Policy

Minimum Advertised Pricing (MAP) Policy

Essence of Music is intended for resale and has a Minimum Advertised Price listed on our Dealer Price Sheet. The MAP Policy allow competitive discounting while preserving profitability for each Dealer. Maintaining our MAP pricing is critical because it preserves the intrinsic retail value of Essence of Music brand name products while keeping those products properly positioned in the marketplace. The policy discourages the undue erosion of resale profit margins for all Dealers. Essence of Music takes MAP compliance very seriously, as it provides a level playing field for all Dealers. We reserve the right to refuse purchase orders from companies who violate our MAP policy, and to discontinue their status as an Essence of Music Dealer.

Our MAP Policy does not restrict the actual selling price of our products, only the advertised prices. We make no attempt to regulate or control the actual selling prices that you establish for Essence of Music Products that you sell directly to your customers.

Warranty and Service Policies

Our warranty is made exclusively to the end-user of Essence of Music products. Dealers should provide a Sales Invoice with their company name and location, the date-of-sale, to their Customers who purchase our products. Dealers should advise their Customers to retain the Sales Invoice as proof-of-purchase for warranty coverage for Essence of Music.

For a limited time within 30 days of the purchase, the Dealers' customer may return an Essence of Music product for a replacement or refund of the purchase price, with purchaser's accompanying sales Invoice. Replacement or Refund is the sole remedy offered. The Manufacture and/or Dealer is not liable for consequential damages resulting from the use of Essence of Music Products. Dealer shall contact manufacturer regarding any return received under this policy for an RMA#; once the product has been received and inspected, the Dealer will be provided with a free replacement to be shipped with the Dealers next Essence of Music inventory purchase.

Program Terms

There are no annual commitments or minimums required to participate in our Dealer Program. Dealers who become totally inactive within any consecutive six month period will be removed from the program and must re-apply to make new purchases. Essence of Music prefers to establish non-adversarial business relationships that are mutually beneficial; however, we do reserve the right to refuse to accept purchase orders from Dealers who have falsely represented our products and services or ignored our MAP policy.

Terms of Sale and Shipment

We accept online payments for inventory purchases. Prepayment by check, bank wire, or money order is also acceptable. We are required to add sales tax to invoices for shipments unless you have on file with us a Sales and Use Tax Exemption Certificate (TX 01-339). Dealer is responsible for Sales and Use Tax regulations in their retail locations. Freight and insurance charges are prepaid and added to each invoice for reimbursement or shipped freight collect via a Dealer preferred carrier. All shipments are FOB our facilities in Plano, Texas.

We will always ship orders to the business shipping address on your Dealer Application unless there are different shipping instructions provided on your purchase order. We do allow drop-shipments, but an additional \$5 handling fee per address may be added to the invoice.