



APS Paintball Limited
 Unit B, 22/F, 77-87 Wang Lung Street,
 Richwealth Ind. Bldg., Tsuen Wan, HK
 Tel: (852) 2409-4466 Fax: (852) 2409-9632
 www.apstram.com

Dealer Application (for Commercial / Law Enforcement dealership application)

*** Please fill out completely and return to us by fax or e-mail or post.**

Company name:			
Shipping Address (no P. O. Box):			
Postal code:		Country:	
Website:		Tel:	
E-mail:		Fax:	
Contact person: ↓		Position / Title: ↓	
1)		1)	
2)		2)	
Year established:		No. Of Employee:	
eBay Seller I/D:			
Business Reference Must be filled below: Delete if necessary *** ↓			
<u>Reseller I/D ***</u>	<u>VAT I/D ***</u>	<u>Business Registration I/D ***</u>	
Annual Turnover: (options)			
Dealership request to be: (check if applied)		1) Law Enforcement:	2) Commercial:
Currently Business information: (check if applied)			
Retail shop:	On-line shop:	Law Enforcement Training:	
Paintball related / Field:	Air-soft related:	Security related:	
Trading firm:	Others (Please Specify):		

***** If not fill out all ordering price will according MRRP**

(I am over 18 years old and complete the form with my own will)

Name: _____

Position: _____

Signature: _____

Date: _____



APS Paintball Limited
Unit B, 22/F, 77-87 Wang Lung Street,
Richwealth Ind. Bldg., Tsuen Wan, HK
Tel: (852) 2409-4466 Fax: (852) 2409-9632
www.apsram.com

Dealer – Contract Agreement

- A. This Contract Agreement containing three pages and return to APS Paintball Limited (APS) after signature against it. One page for Company detail information for APS reference, two pages of details of the contract and agreement.
- B. This is not for Exclusive Dealership Contract and Agreement, it is just apply to normal dealer resell the products.
- C. This is a contract agreement between the dealer applicator and APS. Upon this contract agreement being signed which both companies have to commit the following details, otherwise, dealership will be terminated or prosecution may be followed.

Ordering Procedure

1. Purchase order can be sent either by fax or e-mail; a pro-forma invoice will be issued for payment reference.
2. Complete 100% of the total amount payment shall be settled after confirmation of the pro-forma invoice.

Trademark – Policy

- i. The Dealer must using and cannot change the product code number or product's name as APS announced or listed at the price list or web site of the logo and / or the trademark.
- ii. The Dealer must not add or alter the original product code and / or product name as APS announced or listed at the price list or web site of the logo and / or the trademark during their reselling procedure or activities, also this policy apply to their sub dealer or reseller or any other related company or person for reselling the APS products in local, internet and displaying.
- iii. The trademark of the APS products or RAM named "Real Action Marker[®]", dealer must place this trademark onto their web site or displaying or showing to public.
- iv. Selling the APS product must not change the packing or repacking with other material to cover the APS Logo or trademark, must not alter the packing detail inside the packing or package content inside.
- v. If not followed above mentioned policy the dealership will be terminated immediately and prosecution may be followed of selling without using the proper trademark as required.
- vi. If being approved be a dealer, the dealer must follow the Sales & Promotion policy which will be issued time to time from APS including post and announce to dealer's web site if any, also must not resell the APS product with your own packing or changing the original product name which assigned by APS, otherwise, this contract will be terminates immediately or with higher ordering prices.

1. Regular Order

- ◆ **Regular order must be placed at least once every two months with minimum US\$5,000.00 per order or within six months with minimum US\$15,000.00 in total order.** If cannot achieve the minimum requirement will result of highest ordering cost or termination of the dealership.
- ◆ If dealer(s) not placing order for more than two months, it may requested for higher ordering price even already received lower ordering price list, or result of termination of the dealership accordingly without further notice.

2. Risk of Loss

- ◆ **Risk of Loss.** Except as provided below, title to the products purchased pursuant to this Agreement will pass upon delivery to the Dealer. The Supplier assumes the risk of loss and damage of the products in transit from the Supplier's shipping point to the point of destination.
- ◆ **Custom.** The Dealer shall secure and responsible all necessary documents for import and/or export, before order ship out. The Supplier shall not responsible for any loss due to the Custom.

3. Sales & Marketing Policy

- ◆ The dealer must follow the price list policy which issued from APS announcement or set up, such as increasing or decreasing the selling price to retail or dealer.
- ◆ The dealer must follow Sales & Marketing Policy which issued from APS announcement or set up, such as the promotional event for increasing or decreasing the price for retail or dealer.
- ◆ The dealer must not sell the APS product which under the MRRP (Minimum Required Retail Price) / MSRP (Manufacturer Suggested Retail Price) which announced or advised by APS in any circumstance (such as eBay or any other similar auction web site or direct or indirect selling activities).
- ◆ Ignore or refuse the above mentioned the dealership will be terminated immediately without notice.

4. Warranty Policy

- ◆ All APS RAM obtained limitation warranty service (from one year to three years), details according the warranty policy attached to the package and not define in this contract agreement.



APS Paintball Limited
Unit B, 22/F, 77-87 Wang Lung Street,
Richwealth Ind. Bldg., Tsuen Wan, HK
Tel: (852) 2409-4466 Fax: (852) 2409-9632
www.apstram.com

Type of Payment

1. By Paypal:

- ◆ Payment may be settled by the Paypal and make payable to payment@apstram.com and details please visit <http://www.paypal.com/> for more information.
- ◆ The payment amount not exceed **US\$1,000.00** may be paid via the Paypal, if excess please do the payment via Bank transfer (as following instruction) or pay additional service charges **10%** of the total amount (S/H inclusive if any).

2. By Bank Wire (Bank Transfer) or T/T (Telegraphic Transfer)

◆ **Company Information**

APS Paintball Limited
Unit B, 22/F, 77 Wang Lung Street, Richwealth Ind. Bldg, Tsuen Wan, HK
Tel: (852) 2409 4466 Fax: (852) 2409-9632

◆ **Banker Information: "Bank of China (Hong Kong) Ltd."**

Account No.: **012-358-92-00881-2**
Bank Swift No.: BKCHHKHH
Bank Address: G/F 7-11 Shek Yi Road, Sheung Kwai Chung, N.T. Hong Kong

Delivery Leading Time (depend on the area and shipping agent and Custom)

- Sea Freight – 20 to 45 days (Approx.)
- Air Freight – about 10 days (Approx)
- Express Service (UPS / TNT / EMS / FedEx / DHL) – about 4 – 7 days (Approx)

Remarks:

- * All prices are in US Dollars and are subject to change without notice.
- * All prices are EXW Hong Kong APS Office. For order over US\$30,000.00, prices are FOB Hong Kong.
- * Shipping, Handling, Taxes, Customs, Export Certification and other charges are not included.

**Acceptant Signature: (I am over 18 years old and have read the above terms and conditions & agreed)
Dealership will not be approved without signature against this agreement:**

Your signature: _____

Position / Appointment: _____

Name: _____

Company Name: _____

Date: _____

Company Chop: _____