



Reseller Application

Legal Name: _____ Trade Name: _____

State of Incorporation: (if applicable) _____ Federal Employer I.D.#: (if applicable) _____

Address: _____

City: _____ State: _____ County: _____ Zip Code: _____

Phone No.: _____ Fax No.: _____

Company Email Address: _____ Company Web Site: _____

Address(es) of additional store location(s): _____

Year Established: _____ Years at Present Address: _____ Years Under Current Ownership: _____ Annual Sales: _____

Hours of Operation: _____

Name Position/Title

Owner(s): _____

Company Officer(s) _____

Authorized Buyer(s): _____

Sales Management Contact(s): _____

Accounts Payable Contact(s): _____

Type of entity: C-Corporation S-Corporation Partnership Limited Liability Corporation Limited Liability Partnership Sole Proprietorship

Applicant certifies that the licensed premise(s) are in compliance with all local zoning, federal, state and local regulations and operates in accordance with all Federal, State and local laws. **Applicant must have a valid Federal Employer ID and local state sales tax certificate.**

MAP Policy

Holland Computers, Inc. DBA RetroArcade.us is the world's leading manufacturer of high quality, robust arcade equipment. In order to maintain our reputation for providing customers with high value products and strong customer support, and to further enhance our image and competitiveness in the marketplace, RetroArcade.us has unilaterally established this Minimum Advertised Price Policy ("MAP Policy") for RetroArcade.us products ("Products").

RetroArcade.us recognizes, and this MAP Policy reflects, the value of an Authorized Partner network that will dedicate the resources and provide the services to support and promote the Products. This MAP Policy applies to all U.S. distributors and resellers of the Products ("Authorized Partners"). RetroArcade.us has unilaterally determined that compliance with this MAP Policy is a condition to participating as an RetroArcade.us Authorized Partner.

Product Guidelines

1. **Advertised Pricing.** All advertised prices for the Products must be at or above the MAP pricing established by RetroArcade.us. MAP pricing for the Products is set out in the Product price list, which is currently updated and provided to you though our website retail pricing.

Authorized Partner is responsible for making sure that it is aware of the appropriate MAP price and the Products. New MAP pricing is effective upon the later of its posting, or the effective date stated on the price list or any notice. Each Authorized Partner is free to independently set its actual resale price of the Products it sells. This MAP



Policy does not establish maximum advertised prices.

2. Covered Advertising. This MAP Policy applies to all types of advertising in any and all media, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet or similar electronic media including placement with third parties (banner ads, broadcast emails, destination pages, third-party sites, forums, email newsletters, email solicitations), internet placements on resellers' own websites, and any flyers, posters or coupons. Resellers are responsible for ensuring their Product pricing is at or above MAP on all internet search engines. Prices for Products that are below MAP may not appear in any online search tool (e.g. Google Shopper, Amazon.com, eBay, Price Grabber, NextTag, etc.) where Authorized Partner's website is linked as the source.

3. Bundling.

(a). Where Products are bundled with or sold as part of a package that includes other products (whether or not manufactured by RetroArcade.us), it is a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that:

(i) is lower than the total MAP price of the Product, or (ii) violates the letter or spirit of this MAP Policy.

(b) It is a violation of this MAP Policy to include in any advertising for Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any Product below the MAP price. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of an RetroArcade.us Product) will be evaluated under the same guidelines as described in paragraph (a) above regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an "other product" under paragraph (a). This paragraph (b) does not apply to any manufacturer's rebate authorized and issued by RetroArcade.us on Products.

Pricing Statements and Activities

1. No Implied Advertising. Advertising that implies that a Product is being offered at a price below the MAP price violates this MAP Policy. It is also a violation of this MAP Policy for an advertisement to include language or graphics that state or suggest that a Product is being promoted at a price less than the MAP price.

2. Allowed Statements. Authorized Partners are not required to list prices in their advertising. In addition, it shall not be a violation of this MAP policy to advertise that a customer may "Call for Price" or "Call for Quote" specifically with respect to the Products, so long as no price is listed.

3. Free Offers Associated with RetroArcade.us Product. Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP policy.

4. Product Price Matching Policies. Price matching policies are acceptable, provided that price matching cannot be used as a valid reason for violating the MAP policy or its intent.

Failure to Comply

Recognizing that this is a unilateral MAP Policy implemented by RetroArcade.us if there is any disagreement over the interpretation, application or enforcement of this MAP Policy, RetroArcade.us shall have the right to make the ultimate decision with respect to its interpretation, application and enforcement. Notwithstanding the process described below that addresses violations, if RetroArcade.us determines, in its sole discretion, that there is intentional and/or repeated violations of this MAP Policy, NPI may immediately suspend or terminate your status as an Authorized Partner, which would include prohibiting your right to purchase Products from RetroArcade.us or an Authorized Partner.

Authorized Partner violations of this MAP policy must be corrected within 24 hours of notification from RetroArcade.us. RetroArcade.us, in its sole discretion, may decide to waive or defer any action to enforce the MAP policy violations of an Authorized

Partner. In general, violations of this MAP policy will be addressed as follows:

a. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. Upon correction and following 30 days of compliance, the violation will then be cleared.

b. Second Violation: Authorized Reseller's account will be put on hold for 30 days.

c. Third Violation: Authorized Reseller's account will be put on hold for 180 days. After this duration, RetroArcade.us will review and determine if the account is to be reinstated.

d. Fourth Violation: Should NPI decide to reinstate an Authorized Reseller who has committed a third violation, and violates a fourth time, RetroArcade.us may suspend or terminate you as an Authorized Partner.



MAP Policy Updates and Inquiries:

This MAP Policy supersedes any similar policies that were in effect prior to its effective date. This MAP Policy may be modified, extended, suspended, discontinued, or rescinded, in whole or in part, by posting on the NPI website or written notice to you at any time. The effective date of the updated MAP Policy will be as stated on the updated policy, or if no date is stated, immediately upon the earlier of posting to the website or your receipt of the notice. All inquiries regarding this MAP Policy should be directed in writing to RetroArcade.us at info@hollandcomputers.com. This MAP Policy may only be modified in writing by RetroArcade.us. No RetroArcade.us employee or representative has the authority to modify the terms and conditions of this MAP Policy. RetroArcade.us will not discuss matters relating to any other account. No account has the right to rely on the continued existence of this MAP Policy or RetroArcade.us's enforcement of the MAP Policy. RetroArcade.us reserves the right to choose the accounts with which it will do business and the right to accept or reject purchase order from any account at any time. Thank you for your continued support for RetroArcade.us products.

Use of RetroArcade.us Logo, Images, UPC codes or any such intellectual property.

All dealers are required to provide their own marketing material, use of RetroArcade.us marketing material is NOT permitted.

DISCLAIMER OF WARRANTIES

With respect to parts, materials and equipment, the manufacturer's warranty, if any; or with respect to used or remanufactured parties, materials and equipment, ninety (90) days after sale, and with respect to labor, thirty (30) days after the date such labor was performed, and this agreement specifically excludes and disclaims all warranties, express or implied concerning merchantability or fitness for any particular use or purpose. All parts, materials and/or equipment are sold "as is." Holland will make reasonable efforts to assist customer with regard to all warranties, if any, provided for customer benefit by the original supplier or manufacturer with respect to parts, materials and/or equipment sold pursuant to this order. All system and component warranties do not include or cover any system or network Virus damage, infection from viruses or system or network software conflicts. Holland Computers, Inc. is not responsible for any system or server data recovery needed due to hardware failure and/or software problems.

EXCLUSIVE REMEDY/LIMITATION OF LIABILITY

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY CLAIM, ARBITRATION, LAWSUIT OR OTHER CAUSE OF ACTION WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT, OR ANY SERVICES RENDERED BY HOLLAND IN CONNECTION THERE-WITH, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART, MATERIAL AND/OR EQUIPMENT WITH CONFORMING PARTS, MATERIALS AND/OR EQUIPMENT. HOLLAND SHALL NOT IN ANY EVENT BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE. ANY LAWSUIT OR ARBITRATION BASED ON OR RELATED TO THIS AGREEMENT OR THE PARTS, MATERIALS, EQUIPMENT AND LABOR SOLD OR RENDERED BY HOLLAND MUST BE COMMENCED WITHIN NINETY(90) DAYS AFER DELIVERY TO THE CUSTOMER OF THE GOODS OR EQUIPMENT OR SUCH LAWSUIT SHALL BE FOREVER BARRED. CUSTOMER SHALL NOT BE ENTITLED TO EITHER REMEDY UNLESS HOLLAND HAS RECEIVED WRITTEN NOTICE OF THE CUSTOMER'S CLAIM WITHIN SIXTY (60) DAYS AFTER THE DELIVERY OF THE EQUIPMENT OR OTHER GOODS OR SERVICE TO THE CUSTOMER.

Signature: _____ **Date:** _____

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. Applicant has read the terms and conditions contained herein and accepts all service and products. All sales final.

Printed Name: _____

Fax completed application to 440-366-6269



**STATE OF OHIO
DEPARTMENT OF TAXATION
SALES AND USE TAX
UNIT EXEMPTION CERTIFICATE**

The purchaser hereby claims exception or exemption on the purchase of tangible personal property and selected services made under this certificate from:

(vendor's name)

and certifies that this claim is based upon the purchaser's proposed use of the items or services, the activity of the purchaser, or both, as shown hereon:

PURCHASER MUST STATE A VALID REASON FOR CLAIMING EXCEPTION OR EXEMPTION.

Purchaser's Name

Street Address

City State Zip

Signature and Title

Date Signed

Vendor's License Number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchasers must comply with rule 5703-9-10 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Sales Tax Rules and exemption certificate form directions listed on back side of this form.



SALES TAX RULES

5703-9-03 Sales and use tax; exemption certificate forms.

(A) As used in this rule, "exception" refers to transactions excluded from the definition of retail sale by division (E) of section 5739.01 of the Revised Code. "Exemption" refers to retail sales not subject to the tax pursuant to division (B) of section 5739.02 of the Revised Code.

(B) All sales are presumed to be taxable until the contrary is established. If a purchaser believes an exception or exemption is available, the purchaser must provide a properly completed exemption certificate to the vendor. If the vendor accepts a properly completed certificate in good faith, the vendor is relieved of the duty to collect sales tax on any sale covered by the certificate, and the purchaser is responsible for any tax found to be due.

(C) No exemption certificate need be obtained or furnished when the identity of the consumer is such that the transaction is never subject to the tax imposed, when the tax commissioner has granted direct payment authority pursuant to section 5739.031 of the Revised Code, when the item of tangible personal property or the service provided is never subject to the tax imposed, regardless of use, or when the sale is in interstate commerce.

(D) (1) A [unit exemption certificate](#) should be used to cover a single purchase and must be maintained with the primary purchase record. The unit exemption certificate may be incorporated into a purchase order, invoice, or bill of sale.

(2) A [blanket exemption certificate](#) should be used to cover all purchases made on or after the effective date unless the purchaser specifies that a purchase is subject to the tax. Blanket certificates must be maintained in a separate exemption file or may be part of a customer file. The vendor must charge tax when the purchaser indicates that a purchase is subject to the tax.

(E) (1) If a vendor is claiming the resale exception on the purchase of a motor vehicle, watercraft, or outboard motor, the vendor may use the unit or blanket exemption certificate contained in this rule.

(2) If a vendor or consumer is purchasing a motor vehicle, a watercraft that is required to be titled, or an outboard motor that is required to be titled and is claiming exception or exemption from the sales and use tax based on a reason other than resale, the vendor or consumer must comply with provisions of rule 5703-9-10 of the Administrative Code.

(3) If a construction contractor is claiming exemption from sales or use tax on the purchase of materials for incorporation into real property, the construction contractor must comply with the provisions of rule 5703-9-14 of the Administrative Code.

(F) To cover sales claimed to be excepted or exempted, an exemption certificate must be obtained by the date the sales are required to be reported by the vendor.

(G) To be valid, exemption certificates must:

(1) Identify the vendor,

(2) Reasonably apprise the tax commissioner of the statutory exception or exemption being claimed; and

(3) Be signed and dated by the purchaser.

If any of these elements is missing, or if the reason for claiming exception or exemption is not based on statutory authority, the certificate is invalid.

(H) The following forms are prescribed for use as unit and blanket exemption certificates and may be duplicated as needed. Substitute exemption certificates may be developed and used as long as they contain the basic elements prescribed in paragraph (G) of this rule.

Replaces: 5703-9-03

Effective: July 13, 1992

Promulgated under: 5703.14

Authorized by: 5703.05

Amplifies: 5739.01, 5739.02 5739.03, 5739.02

Prior effective dates: 10/05/76, 11/18/78, 07/02/81, 10/18/82