



DEALER PACKET

OUTDOOR RECREATION COMPANY OF AMERICA
3287 Franklin Limestone Road
Antioch, TN 37013

Phone: 888-640-6722 / fax: 888-552-6722
Email: sales@ORCACoolers.com
www.ORCACoolers.com

OUTDOOR RECREATION COMPANY OF AMERICA

3287 Franklin Limestone Road
Antioch, TN 37013
888-640-6722 -O / 888-552-6722 - F
www.ORCACoolers.com

1. Commercial Account Application

Company Name _____ Date _____
(Use exact Legal Name of All Obligors on the Account)

Company Billing Address: _____

Shipping Address: _____
(If different than billing address)

City: _____ State: _____ Zip: _____ Country: _____

Telephone No. for billing inquires: _____

Fax No. _____ E-Mail: _____

Contact Preference - Fax _____ Email _____ Other _____

ORCA Sales Representative Name: _____

2. Obligor/Guarantor Credit Information

No. of years in business: _____ Type of Business: _____ Sales Tax Rate: _____

Obligor is: Sole Proprietor: _____ Partnership: _____ LLC: _____ LTD: _____ Other: _____

Registered with (State): _____ Division of Corporations: _____ Fed.Tax ID No. _____

Person(s) to contact Regarding Payment: _____ Title: _____

Name and Title of Owner/Partner/Officer: _____

Address: _____

Name and Title of Owner/Partner/Officer: _____

Address: _____

OUTDOOR RECREATION COMPANY OF AMERICA

3287 Franklin Limestone Road
Antioch, TN 37013
888-640-6722 -O / 888-552-6722 - F
www.ORCACoolers.com

3. Credit References for Obligor/Guarantor

Obligor's Bank Name: _____

Bank Address: _____

Bank Officer to Contact: _____ Telephone: _____

Checking Account for Business: _____

Other Open Accounts/ Trade References

Company Name: _____ Telephone: _____

Address: _____

Company Name: _____ Telephone: _____

Address: _____

4. Authorization to Obtain Credit Information

ORCA Coolers is required to run a credit report through Equifax on the individual guarantor of the business to determine what terms, if any, will be given. All Obligors and/or Guarantors do hereby authorize Outdoor Recreation Company of America to contact any resources concerning the requested extension of credit to all Obligors and Guarantors, and for any future updates to this open account file. This Authorization explicitly authorizes any Financial Institution to provide any financial or other relevant information to Outdoor Recreation Company of America regarding or related to the financial status of all Obligors and Guarantors.

Date: _____ Obligor/Guarantor Printed Name: _____

Obligor/Guarantor Signature: _____

OUTDOOR RECREATION COMPANY OF AMERICA

3287 Franklin Limestone Road
Antioch, TN 37013
888-640-6722 -O / 888-552-6722 - F
www.ORCACoolers.com

5. Representation of Business Debt

The Obligors and Guarantors, by signing the REPAYMENT AGREEMENT, hereby acknowledge and agree that this application is made in order to request trade credit for business purposes and that charges made to this open account arrangement are for commercial and business purposes, and that neither this extension of credit nor any charges made on this account are for personal, family, household or consumer purposes or use as defined under any state of federal state or common law.

GUARANTOR'S CONTACT AND CREDIT INFORMATION

Guarantor's Home Address: _____

Guarantor's Personal Phone No. _____ Cell: _____

Guarantor's Date of Birth: _____ Guarantor's Social Security No. _____

6. REPAYMENT AGREEMENT (REQUIRED WHETHER COD OR NOT)

In Consideration of being permitted to purchase goods from Outdoor Recreation Company of America on an open account with OR without a credit limit, the Undersigned Obligors/Guarantors hereby promise to pay in full all open account Charges/balances on a COD basis or on the terms of Net 10th of the month following date of billing. Outdoor Recreation Company of America may impose a late charge equal to one-half percent per month on any delinquent account. Obligors/Guarantors hereby agree to pay all reasonable costs of Outdoor Recreation Company of America in the collection of any unpaid credit balance, including attorney fees, without regard to whether litigation is commenced to collect same. Outdoor Recreation Company of America may suspend, without Notice or demand, the open account privileges for previous default shall not impair Outdoor Recreation Company of America right to suspend open Privileges. Any previous forbearance in suspension of credit privileges or in the enforcement of any right or remedy shall not establish a course of dealing between parties and shall not constitute or estoppels of Outdoor Recreation Company of America to exercise any and all remedies to enforce this Agreement or to recover sums owed to Outdoor Recreation Company of America on account of this open account or any guaranty of this open account.

Guarantor/Owner Signature: _____ Date: _____

Print Name: _____

OUTDOOR RECREATION COMPANY OF AMERICA

3287 Franklin Limestone Road

Antioch, TN 37013

888-640-6722 -O / 888-552-6722 - F

www.ORCACoolers.com

7. Authorization to charge to Credit Card

I, _____, As owner of the credit card listed below, authorized Outdoor Recreation Company of America for the full amount of charges due on this open account, including all late charges and attorney fees. I understand that Outdoor Recreation Company of America will not charge my card as long as the open account is current. In the event the open account is past due, Outdoor recreation Company of America, at its sole option and without any prior notice or demand for payment to the obligor or me (if not Obligor) and despite any forbearance or failure to charge the credit card in the past, is hereby authorized to make charges, in whole or in part, for the past due sum. I hereby acknowledge and agree that even in the credit card information supplied herein is my personal credit card, the purpose of my giving this card is to secure business debt and unpaid charge that were business purpose charges. I promise not to cancel or revoke this credit card without supplying Outdoor Recreation Company of America with authorization to charge an equivalent credit card together with all pertinent information. I will provide Outdoor Recreation Company of America with new information if the credit card is lost, stolen, cancelled or renewed.

Credit Card Name: _____

Credit Card Type: _____ Credit Card No. _____

Expiration Date: _____ CVV Code: _____ (3 digits on card back/4 if AmEx.)

IF CREDIT CARD IS PREFERRED METHOD OF PAYMENT FOR CHARGES PLEASE INDICATE BY SIGNING BELOW.

Date: _____ Signature of Card Holder: _____

Print Name: _____

*ANY ACCOUNTS OVER 30 DAYS PAST DUE WILL AUTOMATICALLY HAVE THE BALANCE DUE CHARGED TO THE CREDIT CARD LISTED ABOVE.

OUTDOOR RECREATION COMPANY OF AMERICA, LLC
MINIMUM ADVERTISED PRICE (MAP) POLICY

Outdoor Recreation Company of America, LLC (“ORCA”) has built a strong reputation among consumers of our products. In order to preserve the long-term viability of the ORCA brand, ORCA has unilaterally established a policy of minimum advertised price (“MAP”) standards for ORCA products. ORCA’s MAP policy will apply to all U.S. distributors, dealers, and resellers of ORCA products as follows:

1. The MAP for all ORCA products shall be no less than Manufacturer’s Suggested List Price (MSRP) as listed in the then-current ORCA Price List. If any distributor, dealer, or reseller is selling an ORCA product that is in any way damaged, blemished, or inferior to products generally sold by ORCA, known as a “Second”, any advertisement for the sale of such product must disclose that the product is damaged, blemished, or otherwise inferior. All blems or seconds will be sold as is without a warranty.

2. The MAP policy applies to all advertisements of ORCA products in any and all media, including, but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is not distributed to the customer; provided, however, that if the product being sold is a “Second,” any in-store advertising must identify it as such.

3. Pricing listed on an internet site is considered an “advertised price” and must adhere to the MAP policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is still bound by this MAP policy. Statements such as “we will match any price”, and “call for price” are acceptable.

4. The MAP policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer. Dealers, distributors and resellers of ORCA remain free to sell these products at any prices they elect.

5. The MAP policy does not establish maximum advertised prices. All dealers, distributors and resellers may offer ORCA’s products at any price in excess of the MAP established for such product.

6. The MAP policy does not in any way limit the ability of any dealer, distributor and/or reseller to advertise that “they have the lowest prices” or, they “will meet or beat any competitors price”, that users of the product should “call for a price” or phrases of similar import as long as the price advertised or listed for the products is not less than the MAP.

7. From time to time, ORCA may discontinue models or engage in promotions with respect to certain products or engage in the sale of “close out” products and/or “B stock” inventory. In such events, ORCA reserves the right to modify or suspend the MAP policy with respect to the affected products by notifying dealers, distributors and resellers of such change. ORCA further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) days advance notice on our website.

8. ORCA will enforce the MAP policy in its sole discretion; therefore, no dealer, distributor or reseller has any right to rely on the continued existence of the MAP policy or any effort by ORCA to enforce the MAP policy. ORCA reserves the right, exercisable in its sole discretion, to cancel any or all outstanding orders by, and may refuse to accept new orders from, any dealer, distributor, or reseller that chooses not to follow the MAP policy. ORCA does not intend to do business with dealers, distributors and/or resellers who compromise the perceived value of ORCA and its products.

9. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to dealers, distributors or resellers regarding the policy and receiving any communication regarding sanctions imposed under this MAP policy. **ORCA SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.** Therefore, all questions or comments regarding this MAP policy are to be directed to Joni Thompson at Outdoor Recreation Company of America, LLC, 3287 Franklin Limestone Road, Antioch, TN 37013 or by e-mailing joni@orcacoolers.com

This MAP policy has been unilaterally established by ORCA to help protect the reputation and integrity of its name and products. ORCA reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the ORCA’s website at www.orcacoolers.com.

SIGNATURE OF AUTHORIZED DEALER: _____ **DATE OF SIGNATURE:** _____

OUTDOOR RECREATION COMPANY OF AMERICA

3287 Franklin Limestone Road

Antioch, TN 37013

888-640-6722 -O / 888-552-6722 - F

www.ORCACoolers.com

**Tennessee Department of Revenue
Tennessee Sales and Use Tax Blanket Certificate of Resale**

TO: Vendor's Name: _____

Vendor's Address: _____

The undersigned hereby certifies that the merchandise purchased on each order placed is purchased for the reason indicated below. The purchaser must notify the seller in writing if the certificate is no longer valid (See definition of "resale" in Tenn. Code Ann. Section 67-6-102.)

Resale as tangible personal property or resale of a service subject to tax.

A component part of an article to be produced for sale by manufacturing, assembling, processing or refining.

Rental or leasing of tangible personal Property

Use in accordance with the provisions of Rule 1320-5-1-68 (4). (A copy of the Direct Pay Permit must be given to the vendor) Other (indicate reason):

Sales Tax Registration Number of Purchaser _____

Effective Date of Registration _____

Name of Business _____

Name of Authorized Purchaser _____

Signature of Authorized Purchaser _____

Address _____

NOTICE

This certificate must be fully completed and signed before it is valid. Certificate remains in effect until revoked in writing by the purchaser. Once a valid certificate is on file, it is not necessary to obtain additional copies for subsequent purchases.

Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the purchaser in any manner and must be reported and the tax paid thereon directly to the Tennessee Department of Revenue.

RV-F1300701

INTERNET (12-11)

OUTDOOR RECREATION COMPANY OF AMERICA, LLC
E-COMMERCE ADDENDUM

ORCA continues to develop new markets for its products by means of advertising and educating consumers about the value associated with the ORCA brand and products. ORCA also actively supports and monitors the advertising and promotion of its products within its carefully selected dealer network through a variety of means. In order to maximize return for ORCA’s distributors, dealers, and resellers, ORCA has implemented an E-Commerce Addendum. This Addendum is binding on all U.S. distributors, dealers, and resellers of ORCA products as follows:

1. Distributors, dealers, and resellers shall not advertise or sell any ORCA product on third party websites, including but not limited to: Amazon, eBay, Walmart, etc.
2. If distributors, dealers, and resellers desire to advertise or sell ORCA products via a third party website, they must submit a Third Party Approval written request (“Request”) detailing the third party website, the products to be sold, and the pricing to their ORCA sales representative.
3. ORCA has the right, in its sole and absolute discretion, to choose which Requests will be granted and ORCA has the right to terminate Third Party Approval’s in its sole and absolute discretion. Distributors, dealers, and resellers intending to sell ORCA products acknowledge that they have no right to sell on third party websites. Any violation of this Addendum is cause for termination of the right to sell ORCA products online and may even rise to the level of terminating sales in all aspects.
4. A failure of ORCA to enforce strictly a provision of this Addendum shall in no event be considered a waiver of any part of such provision. No waiver shall have any effect unless it is specific and in writing.
5. Distributors, dealers, and resellers are permitted and encouraged to advertise and sell on their corporate website and social media platforms, so long as MAP pricing is adhered to.

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED DEALER: _____

DATE: _____