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DISTRIBUTOR Supplement for LOGO/IMAGE Usage

1. **This contract is the legal agreement between you, the authorized Distributor (hereafter referred to as Distributor) and Best Living Systems (Company). The information herein describes the policies, support, and relationship.**
2. **Relationships**
 - a. Distributor to Company
 - i. Distributor does not have the authority to bind Company or make promises or representations on behalf of Company to third parties without prior written consent of Company.
 - ii. Distributor is an independent contractor and this agreement does not create an employer/employee relationship, agency, partnership, or joint venture between Company and Distributor. Distributor shall make no representations otherwise, expressed or implied.
3. **Representation of Company Brands**
 - a. Claims
 - i. Distributor may make no representations about the performance of any product acquired from Company other than those representations made by Company in Company's materials or expressly authorized by Company, in writing.
 - ii. Distributor will present no test results, data or evaluations of Company's products other than those provided by Company without the express, written consent of Company.
 - iii. Company shall not be responsible for any claims arising out of any advertising, verbal statements, or representations by Distributor that are not approved in writing by Company. Distributor shall hold harmless and indemnify Company for any damages or expenses caused because of any such unapproved communications.
 - iv. Any untrue, unsubstantiated or any otherwise unauthorized statements, claims, or representations made by Distributor pertaining to product performance shall be grounds for immediate termination of this agreement.
 - a. Professionalism
 - i. Distributor agrees to conduct business in a professional, businesslike manner always including but not limited to marketing and selling Company's products or conducting installations and service for customers.
 - ii. Distributor will obey all laws pertaining to the operation of its business including but not limited to any applicable licensing fees or taxes required by local, state, or federal agencies.
 - iii. Distributor must maintain access to, and use, computer(s), Internet, and a professional business email when interacting with Company, however, ordering may be done via any method acceptable to both Distributor and Company including, but not limited to, approved PO (purchase order) process, fax, telephone or other electronic process.
1. **Training**
 - a. Company will offer training periodically via conference calls, webcasts, and in-person training opportunities. Distributor shall participate in available training to ensure adequate knowledge on Company's products and business procedures.

- b. Distributor is responsible for complete and effective training of sales, service, and parts personnel with respect to Company's product(s) and the sale, proper installation, use, and service of the same.
- c. Distributor recognizes the value of NORMI Certifications and will maintain ACTIVE NORMI Member status which includes keeping current NORMI certifications.

2. Product Integrity

- a. Distributor will not modify any aspect of the design, installation, function, or operation of any product acquired from Company.

b. Distributor will encourage retail customers to use Company's original equipment manufacturer (OEM) parts in the repair and replacement of product(s) in order to maintain the product(s) performance and high quality. Distributor shall not represent non-OEM parts as Company OEM parts.

1. Pricing

- a. Company establishes the pricing at which it sells to Distributor and reserves the right to amend the pricing structure at any time without prior notification to Distributor.

a. All pricing schedules are confidential and may not be published, posted, or communicated to third parties in any way.

a. Some buying groups are based on affiliate arrangements, as with NORMI, and, when that is the basis of a specific buying level, if, for any reason, active status of the affiliate organization is lapsed or certification out-dated, the Company has the right to change Distributor buying power to a higher pricing group. Company is not responsible for advance notification of such change.

a. Minimum Advertised Price (MAP)

- i. The price at which Distributor may sell product is at Distributor's sole discretion, but Company establishes the method and manner of advertising Company's products, and the pricing thereof, unilaterally.

- ii. Company price lists shall include a listed MAP, if applicable. Distributor shall not advertise, to the public, any price below listed MAP. This includes

- 1. Advertising using any method in or on any form of media; or
- 2. Advertising "bundled" products for sale at a price less than the total MAP value of those products, or including Company product(s) "bundled" with product(s) from other manufacturers, except where Distributor has been granted prior written permission by Company; or
- 3. Any communication, including website features that act as a method of revealing a price lower than MAP prior to product being placed in a customer's "shopping cart", deemed by Company to be initiated by

Distributor; or

- 4. Any other activity that Company, in its sole discretion, determines is designed or intended to circumvent the intent of this Policy.

- iii. Distributor may advertise, in general, that Distributor offers product at the lowest prices available or is willing to match or beat competitors' prices, or to use similar phrases.

- iv. Method of Recourse:

- 1. On the occasion that Company identifies a violation by Distributor or those to whom Distributor provides product, Company will notify Distributor, in writing, of the nature and location of the violation.

- a. If Distributor has multiple retail locations, of which one violates these terms, Company may consider Distributor to be in violation at all of Distributor's retail locations.

b. If Distributor provides product to a third party who is found to be violating these terms, Company may consider Distributor to be in violation of these terms.

1. Upon receipt of written notification of a violation, Distributor must make a good faith effort to resolve the violation as quickly as possible. Distributor will have three (3) business days from the time they are notified of a violation of these terms to resolve the violation.
2. If the violation is not resolved in the given time frame, Company shall cease to provide Distributor with products and services.

1. **Payment**

- a. Product purchase payment terms are established by the Company at its sole discretion and from time to time, without notice, may be changed.

b. Payment is due, in full, prior to shipment of products. Distributor acknowledges its obligation(s) to make payment to Company for products shipped and further agrees that such obligation(s) is(are) not terminated by virtue of Distributor's tendering payment by way of using any method, but rather such obligation(s) remain in full force and effect up to such time that Company receives payment in full.

1. **Shipping & Freight**

- a. Shipping Policy (Cut-Off, etc.)

- i. As part of Company's commitment to supporting Distributors, Company will make reasonable efforts to fulfill orders the same day if received by 2:00 PM Eastern Time. Occasionally shipping will be delayed due to weather and other uncontrollable circumstances.

- a. Shipping Provider

- i. Company selects the provider used for small package shipping, and will select the most economical method of shipping unless Distributor designates a specific method or target delivery date at the time of order. Distributor is responsible for all shipping costs. Prices charged for shipping are at Company's sole discretion and are based on estimated weight and current carrier listings.

1. **Product Support & Service**

- a. Distributor shall make every effort to provide ongoing support for their customers,

including educating customers on maintenance, providing replacement parts, and being the primary contact for all other issues customers may have. Company suggests that Distributor include a service contract option with all sales.

- b. Failure to properly maintain products will void the warranty.

- i. Company, at its sole discretion, may designate individual products as requiring professional installation. Distributor is responsible for ensuring that all designated installation requirements are met.

1. **Marketing Materials**

- a. Company shall provide Distributor, upon request, available copy, graphics, and images for use in marketing materials. Some materials may require purchase.
- b. Materials are available electronically in multiple formats but only such materials as are offered by the Company shall be made available to the Distributor. Develop of marketing materials is the sole responsibility of the Distributor with Company approval.

1. Trademark Restrictions

- a. "Trademark" is understood to mean Company's name, product names, and technology names regardless of registration status with any government agency.
- a. The use of Company's name and trademarks is permitted under the following restrictions:
 - i. The Distributor is clearly and predominantly identified as an independent entity, separate from Company or its trademark; and
 - ii. The Company and/or trademark(s) are used in accordance with Company's Style Guide; and
 - iii. The material on which Company's name and or/trademark(s) is used is provided to Company, for approval, by Distributor prior to being published.

1. Internet Advertising

- a. To protect the investments of all parties involved with marketing and selling Company's products and maintain the integrity of Company's brands and trademarks, Company unilaterally controls the advertising of Company's products on the Internet, per the following:
 - i. All advertising of Company's product by Distributor on the Internet must be presented, in writing to Company, prior to the release of said advertising to the public. This includes
 - 1. Distributor's own website(s) or website(s) owned by third parties whom Distributor provides product; and
 - 2. Marketplace websites such as eBay or Rakuten.
 - ii. Distributor shall not:
 - 1. Advertise "New" product on Amazon.com or Jet.com; or
 - 2. Employ search engine optimization and/or paid keyword advertising using Company's name, product names or other trademarks owned by Company; or
 - 3. Obtain or utilize any domain name, account name, channel name, or profile name including Company's name, product names, or other trademarks owned by Company.
 - iii. All advertising initiated by Distributor must abide by all terms in this agreement, including but not limited to MAP, Professionalism.
 - iv. Method of Recourse is identical to the Method of Recourse described in the Section "Pricing | Minimum Advertised Price (MAP)"

2. Returns & Service

- a. Return Material Authorization (RMA)
 - i. All returns, for any reason including, but not limited to, warranty service, out of warranty service, and for refund must be clearly marked, on the outermost packaging with the RMA number issued by Company for that return.
 - ii. To obtain an RMA number, Distributor or Distributor's customer must contact Company. Company will provide technical support and, if necessary, initiate the RMA process and issue an RMA number.
 - iii. Any items received by Company without a proper RMA number or items marked with an RMA number that does not match the items received will, at Company's sole discretion:

1. Be returned to sender; or, if sender cannot be identified,
2. Be held by Company for a period of thirty (30) days from date of receipt, during which Company will make an effort to identify and contact the party responsible for returning the items in question, before become the sole property of Company without recourse.

a. Refunds

- i. Returns for refund are accepted at the sole discretion of Company and are subject to a restocking fee. Refunds are processed only if items returned are currently offered on the latest Distributor Price List and are in salable condition including original packaging, manuals, and accessories.

a. Service

- i. Warranty Service
 1. Company product(s) are sold subject only to the applicable printed warranty accompanying the product(s) in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied.
- ii. Out of Warranty Service
 1. Company makes available for purchase a repair service for products that are out of warranty. Distributor or Distributor's customer must contact Company to initiate Out of Warranty Service.

a. Return Shipping

- i. All shipping costs incurred with a return are the responsibility of the party returning items to Company, the exclusive exception being that Company will pay shipping to deliver product that is repaired or replaced under Warranty Service to the returning party.

16. Confidentiality

- a. Distributor will maintain in strict confidence all proprietary information and material acquired or learned from any Company communication(s) including but not limited to Price Lists, technology information, and marketing strategies.

17. Territories

- a. Distributor shall not market, advertise, and/or sell Company's product(s) outside of the United States of America, without prior written authorization.
- b. Company, at its sole discretion, reserves the right to restrict Distributor's rights to distribution based on geography or vertical market (as defined solely by the Company).

1. Trade/Home/Exposition Shows

- a. To ensure that Company's products are not represented at trade shows by multiple, competing entities, Distributor shall request authorization, in writing, to show or sell Company's products at a specified trade show, well in advance.
- b. If approved, Company will issue written authorization.

c. If Distributor chooses to show or sell Company's products without receiving written authorization, Company may disallow Distributor from doing so. Any investments lost, as well as any costs of ceasing the activity, are the sole responsibility of Distributor.

1. Contract Agreement

a. Term

- i. The term of this agreement shall be for a period of one year from Company's approval of Distributor Status, renewing automatically for subsequent periods of one year unless and until either party properly terminates this agreement per the terms of this agreement.

a. Amendments

- i. Company reserves the right to amend this agreement in part or whole at its sole and absolute discretion. By entering this agreement, you agree to abide by all policies stated herein and all Amendments Company elects to make. Amendments will be effective upon notice to Distributor, in writing.

a. Notices

- i. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered in one of the following methods to the contact information on file at the Company:
 1. by electronic mail (email); or
 2. by certified mail, postage prepaid, return receipt requested; or
 3. by a commercial overnight courier that guarantees next day delivery and provides a receipt; or
 4. by facsimile; or

5. in person.

- i. Any notices to Company shall be addressed per primary corporate contact information found at www.BestLivingSystems.com.

a. Entire Agreement

- i. This agreement, including all executed addenda, contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated thereby, from and after the effective date, and supersedes all previous agreements between the parties concerning the subject matter set forth in the explanatory statements above.

a. Jurisdiction & Venue

- i. Jurisdiction and venue of any matter shall reside exclusively in St. Tammany Parish, State of Louisiana. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Tennessee shall govern all other matters relating to or arising from this agreement.

b. Termination

- i. Either party may terminate this agreement without cause and for any reason, upon not less than sixty (60) days written notice given to the other party, if nothing contained herein shall prevent Company from immediately terminating this agreement for Distributor's violation of policies provided herein. Upon termination for any reason, all amounts owed Company will become immediately due and payable.

c. Severability

- i. If any provision of this agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.
 - d. Non-Circumvention
 - i. For a period of two (2) years from the date of this agreement, it is expressly agreed that all information gained while transacting Company business not available in the public domain constitutes Confidential Information including, but not limited to, customers, Distributors, suppliers, manufacturers, marketing strategy, business opportunities, or product designs. Therefore, the Distributor shall not:
 - 1. Directly or indirectly initiate, solicit, negotiate, contract or enter any business transactions, agreements or undertakings with any such third party identified; or
 - 2. Seek to bypass, compete, avoid or circumvent the Company from any business opportunity.
- 1. Non-Disparagement
 - i. During the term of this agreement and thereafter, surviving termination, both parties agree to take no action which is intended, or would reasonably be expected, to harm Company or Distributor or said party's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Company.
 - 2. Errors or Questions
 - i. If Distributor has questions about or believes any errors have been made regarding compensations, orders or charges, Distributor must notify Company in writing within sixty (60) days of the date of the purported error or incident in question. Company will not be responsible for any errors, omissions or problems reported to Company within sixty (60) days.

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