



FIRE INSPIRED™

# DEALER CREDIT APPLICATION

(please print or type information and submit to [information@hpcfire.com](mailto:information@hpcfire.com))

## Business Information Section

COMPANY NAME  DBA

OWNERSHIP SOLE PROPRIETOR CORPORATION PARTNERSHIP

BUSINESS OUTDOOR INDOOR

FEDERAL TAX I.D. NO  DATE ESTABLISHED

SALES TAX EXEMPTION NO  **PLEASE ATTACH A COPY OF YOUR SALES TAX EXEMPTION CERTIFICATE**

BILL TO STREET ADDRESS  SHIP TO STREET ADDRESS

SUITE OR APT #  SUITE OR APT #

CITY  CITY

STATE  STATE

ZIP CODE  ZIP CODE

PHONE NUMBER  FAX NUMBER

### MULTIPLE LOCATIONS - PLEASE ATTACH LIST OF LOCATIONS

NUMBER OF EMPLOYEES  ESTIMATED ANNUAL SALES

TYPE OF BUSINESS  YOUR WEBSITE

KEY PERSONNEL / TITLE  EMAIL

KEY PERSONNEL / TITLE  EMAIL

KEY PERSONNEL / TITLE  EMAIL

AP CONTACT  AP EMAIL

PURCHASING CONTACT  PURCHASING EMAIL

NAME TO RECEIVE HPC BROCHURES / CATALOG  EMAIL

NAME TO RECEIVE HPC PROMOTIONAL INFO  EMAIL

HPC IS A PAPERLESS OFFICE. ALL ORDER CONFIRMATIONS, INVOICES AND MONTHLY STATEMENTS ARE SENT ELECTRONICALLY VIA EMAIL. MULTIPLE COPIES CAN BE SENT IF NEEDED. PLEASE INDICATE WHO SHOULD RECEIVE THESE DOCUMENTS.

ORDER CONFIRMATIONS  EMAIL

INVOICES  EMAIL

MONTHLY STATEMENTS  EMAIL



FIRE INSPIRED®

HOW DID YOU HEAR ABOUT US?

REFERRAL

INTERNET

SALES REP

TRADE SHOW

PUBLICATION

CAD DETAILS

PLEASE INDICATE NAME FOR SELECTION ABOVE

HOW WILL YOU SELL HPC PRODUCT?

DISTRIBUTE TO DEALERS

STOREFRONT - SELL TO PUBLIC

INTERNET - SELL ONLINE TO PUBLIC

ARE YOU NEW TO THE FIRE FEATURE INDUSTRY?

YES

IF NO, # OF YEARS

NFI CERTIFIED?

YES

NO

### Payment Information Section

Two options are available for payment - Credit Card or Net 30 Terms (upon HPC approval). If you only wish to use credit card, please skip Net 30 Terms section below and proceed to next page. Our accounting team will follow up with you to add a credit card to your account.

#### NET 30 TERMS ACCOUNT

Please complete supplier references below (please include E-Mail addresses)

CREDIT LINE REQUESTED

ESTIMATED MONTHLY PURCHASE

#### SUPPLIER REFERENCES

COMPANY NAME

PHONE

CITY

E-Mail

STATE

ZIP CODE

COMPANY NAME

PHONE

CITY

E-Mail

STATE

ZIP CODE

COMPANY NAME

PHONE

CITY

E-Mail

STATE

ZIP CODE

This signature authorizes the references you have listed to provide information to Hearth Products Controls Company.

COMPANY NAME

DATE

AUTHORIZED SIGNATURE

*\*Signature Required*

CHECK THIS BOX TO USE CREDIT CARD



FIRE INSPIRED®

## Credit Policy

All shipments are billed in US Dollars and must be paid in US Dollars. Our regular terms are Net 30 days from the invoice date.

### Here is our Net 30 Policy/Program:

1. If an invoice becomes 10 days past due, the account may be placed on credit hold. Placing an account on credit hold restricts the shipment of orders.
2. When an invoice becomes 15 days past due, we reserve the option to apply a 1.5% per month finance charge back to the due date of the invoice and for any 30 day period going forward in which the invoice remains unpaid. The account terms may be changed to Credit Card or Cash in Advance.
3. If an invoice becomes 30 days past due, your account may be referred to an outside collection agency unless we have jointly agreed to a payment schedule or plan.
4. When the account is referred to a collection agency, the collection charges must be repaid. Also, we re-serve the right to make the account terms Credit Card, or Cash in Advance.
5. Any discounts received on a delinquent invoice may be revoked and expected to be paid. HPC reserves the right to discontinue future discounts.

### CREDIT CARD POLICY:

**We accept Visa, MasterCard, Discover & American Express**

**If you use a credit card, your credit card will receive a pre-authorization for the dollar amount of the product ordered which generally occurs within one business day of HPC receiving your Purchase Order. This amount is shown as pending on your credit card account until the order is actually shipped. In the preauthorization stage, HPC has not received funds but they will be set aside from your available credit on your card. When your order ships, HPC post authorizes the invoice amount which includes product and shipping. This process moves the pending transaction for the amount of the product and finalizes the transaction for the invoice amount which includes shipping. All credit card transactions will be charged a 3% fee.**

***If you EVER have a temporary problem or we have made a mistake on an invoice, PLEASE CALL US IMMEDIATELY TO DISCUSS AND RESOLVE THE PROBLEM.***

**CUSTOMER NAME**

*Received, Read, and Understood*

**TITLE**

**SIGNATURE**

**\*Signature Required** - (Signature of Person Responsible for Payment)

**DATE**



## Minimum Advertised Pricing Policy (MAP)

Hearth Products Controls Co. (the "Company") unilaterally applies this Internet Minimum Advertised Pricing Policy ("Policy"). This Policy is subject to change at any time by the Company at its sole discretion.

**1. PURPOSE:** The purpose of this policy is to protect the value of the Company's trademarks and brand names and to attract and retain reputable, customer-friendly Internet resellers.

**2 SCOPE:** This Policy is applicable to all sellers of the Company's products (the "Products") who advertise or sell Products on any Internet platform ("Resellers") and to distributors ("Distributors") that sell to such Resellers. This Policy applies to all Products of the Company unless otherwise specified by the Company. The Policy applies only to prices advertised anywhere on the Internet or by means of the Internet (including but not limited to websites, social media, direct e-mail advertising, and related materials that are accessible through the Internet platform by means of a hyperlink). The Policy does not apply to print advertising or in-store advertising for Products to be sold at a physical store but does apply to all advertising for sales to be made over or by means of the Internet. This Policy does not apply to the price at which the Products are actually sold. Nothing in the Policy or other agreement with the Company will constitute an agreement on the price or price levels at which Resellers or Distributors actually sell any Product.

**3 INTERNET MINIMUM ADVERTISED PRICE:** The Internet advertised price of a Product means the net price advertised on the Internet after all discounts, rebates, gifts or promotional items. The Internet Minimum Advertised Price ("IMAP") shall be set by the Company from time to time in its sole discretion and shall be communicated by the Company to the Resellers from time to time. If the Company makes the IMAP available on a website accessible to the Reseller and informs Reseller of this, it is the responsibility of the Reseller to maintain current knowledge of the IMAP.

**4 POLICY ON INTERNET PRICE ADVERTISING:** It is the policy of the Company that Resellers shall not advertise any Company Product on the Internet at prices below the IMAP for that Product established by the Company. This policy is not violated by Reseller advertising a higher price. Also, this policy is not violated by communication by email or telephone to an individual customer in response to a telephone or email inquiry from the customer. Statements on a website such as "call for pricing" for a Product do not violate the Policy as long as a price for the Product is provided on the same website and that price is equal to or exceeds the IMAP. Also, it is a violation of this Policy for the Reseller to characterize or disclose any pricing as the Internet minimum advertised price or that such minimum is based on the Company's policies. Resellers and Distributors have not agreed to this unilateral Policy and the Company is not seeking any such agreement. However, if a Reseller or a Distributor violates this Policy, the Company's policy is to take certain unilateral actions.

**5 ACTIONS BY THE COMPANY:** The Company has the right to sell Products to each Reseller or Distributor or to refrain or stop from doing in its discretion for any reason or for no reason. Under this Policy, if Reseller advertises Products on the Internet below the IMAP or otherwise violates this Policy, the Company may cease selling or shipping Products to Reseller or its customers and/or cease taking orders from Reseller for a temporary or permanent period in the Company's discretion, which may take into account circumstances such as the number of violations or the repetition of violations. Also, if a Distributor sells Product to any Reseller that violates this Policy, the Distributor will be in violation of the Policy and the Company may cease selling or shipping Products to that Distributor or its customers and/or cease taking orders from that Distributor for a temporary or permanent period in the Company's discretion, which may take into account circumstances such as the number of violations or the repetition of violations. The Company will take these actions unilaterally and will not seek or accept any agreement by a Reseller or a Distributor or any assurance of future compliance by that Reseller or Distributor.

**6 CONTACT INFORMATION:** Company sales personnel have no authority to modify or grant exceptions to this Policy. All questions or comments regarding this Policy should be directed to the policy administrator at info@hpcfire.com.

*Signing below means you have read and understand this policy.*

CUSTOMER NAME

TITLE

SIGNATURE

DATE

*\*Signature Required*



## Terms and Conditions

PLEASE READ THESE TERMS OF CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE HPC FIRE INSPIRED™ WEBSITE.

These terms and conditions outline the rules and regulations for the use of HPC Fire Inspired™ Website.

By accessing this website you are accepting these terms and conditions in full. Do not continue to use HPC Fire Inspired™ if you do not accept all of the terms and conditions stated on this page.

### Revision and Modifications of the Agreement

HPC Fire Inspired™ may by its sole discretion, modify or revise the terms of use and policies at any time as it may deem necessary. By agreeing to the terms of use herein you are bound by any such modifications or changes. It should be noted that nothing specified on these terms of use shall be used to confer any third-party rights and benefits.

### Intellectual Property Rights

It is assumed that by using HPC Fire Inspired™ you agree that all content such as photos, text, graphics are copyrights with the copyrights being owned exclusively by HPC Fire Inspired™. You are however allowed to print hardcopies of the content for the sole purpose of placing an order.

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### Copyright

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## Terms and Conditions

### Typographical Errors

In the event that a HPC Fire Inspired™ product is mistakenly listed with a typographical or pricing error, HPC Fire Inspired™ reserves the right to refuse or cancel such orders placed for product with typographical or pricing errors, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, HPC Fire Inspired™ shall issue a credit to your credit card account in the amount that was charged to your card or back to original form of payment received.

### Communication

Harassment via chat, email, or phone, in the form of abusive speech and language is not acceptable and will not be tolerated.

HPC Fire Inspired™ is not responsible for communications posted by site users in the way of product reviews etc HPC Fire Inspired™ is not responsible for the content of third party websites accessed by links on HPCfire.com (ex: facebook, twitter, etc)

### Sales Tax and Fees

HPC Fire Inspired™ is required to charge sales tax on all purchases. If you are a current or potential dealer with tax exemption, we must have your sales tax exemption on file.

HPC charges a 3% credit card fee on all credit card transactions.

### Warranty

HPC Fire Inspired™ warrants product against manufacturing defects that prevent safe and correct operation of the product commencing from the date of original sale / shipment from HPC. The warranty on parts and in-house labor will apply only to claims presented to us by our original customer and is in lieu of all other warranties expressed or implied. Please refer to the Warranty Chart in the HPC Outdoor Catalog for warranty periods.

The defective product must be shipped back with an RMA (Return Merchandise Authorization) issued by HPC for that specific product which states the nature of the defect or warranty claim. Product to be returned should be packed carefully—HPC is not responsible for damage on returned items. The original purchase information will be required. RMA's are only valid for 30 days from the date of issue by HPC and will not be processed if received after the expiration date. The RMA number must be indicated on the outside of the return package and a copy of the RMA in the package with product.

Our warranty does not cover items that have been damaged by over heating, modification, abuse, improper storage, installation, or maintenance. This warranty excludes claims for incidental or consequential damage and indirect-collateral expenses arising from product defects or warranty recovery.

HPC Fire Inspired™ is not responsible for local codes and / or if any of our products are not approved for installation. Please check with your local building department or governing agencies for proper approvals before purchasing. HPC is not responsible for the actions including negligence of the installer.



## Terms and Conditions

### Forno de Pizza Warranty

HPC Fire Inspired™ warrants that for a period of two years from the original purchase, this product will be free of defects in material and workmanship. Forno de Pizza, at its option, will repair or replace this product or component of the product found to be defective during the warranty period. Replacement will be made with new or remanufactured product or component. If this product is no longer available, replacement may be made with a similar product of equal or greater value. This is your exclusive warranty.

This warranty is valid for the original retail purchaser from the date of the initial purchase and is not transferable. Keep the original sales receipt. Proof of purchase is required to obtain warranty performance. HPC Fire Inspired™ dealers, service centers, or retail stores selling HPC Fire Inspired™ do not have the right to alter, modify or in any way may change the terms and conditions of this warranty. This warranty does not cover normal wear on parts or damage resulting from any of the following: negligent use or misuse of the product, improper handling, use on improper voltage or current, use contrary to the operating instructions, improper disassembly, repair or alteration by anyone other than HPC Fire Inspired™ or an authorized service center. Further, the warranty does not cover the improper use of gas and subsequent explosion or poisoning due to gas exposure, Acts of God, such as fire, flood, hurricanes, and tornadoes. Forno de Pizza's two-year warranty only applies for the oven in residential use.

If extreme temperature fluctuation occurs HPC Fire Inspired™ cannot warranty improper heating of the refractory material, thus, cracks in the refractory material larger than one-sixteenth of an inch. If cracks become larger than one-eighth of an inch please contact HPC Fire Inspired™ for repairing instructions or servicing. Please contact HPC Fire Inspired™ if you don't understand your warranty or the instructions on how to use the oven.

HPC Fire Inspired™ SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITIONS. SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT TO THE EXTENT PROHIBITED BY THE APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THE ABOVE WARRANTY OR CONDITIONS. SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN APPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province

### Returns, Holds, and Exchanges

All returns are subject to a 20% restocking fee on all non-unwarrantable items returned.

All returns and exchanges must be made within 30 days of original shipment.

A purchase order number or sales order number must be provided with the return.

All E-Commerce exchanges or refunds will go to your original form of payment.

Customer is responsible for return shipping costs

No cash credits are issued (except if credit card processing error double charges, then double amount will be credited back to original card used).

All credits on account older than 90 days, will automatically be applied to outstanding invoices.

Holds/CIA - HPC will only hold orders for 15 days before order goes back into stock and will need to be re-ordered.

Custom Orders

HPC Fire Inspired™ requires all custom orders to have 50% of the overall price due upon quote approval, the remainder of the overall price is due upon shipping. Any form of payment is acceptable, but all credit card transactions will be subject to 3% fee.



## Terms and Conditions

### Minimum Advertised Pricing (MAP) Policy

HPC Fire Inspired™ is implementing a Minimum Advertised Pricing (MAP) Policy (the “Policy”) For selected HPC Fire Inspired™ products (“MAP Products”)

Resellers who wish to sell MAP Products will be required to comply with the MAP Policy. Compliance with HPC Fire Inspired™ MAP Policy means that MAP Products may not be advertised at a price below the MAP established by HPC Fire Inspired™.

Pricing listed on an Internet site, email or print is considered an “advertised price” and must adhere to this MAP Policy.

### Modifications to the service and pricing

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### Installation Terms

All HPC Fire Inspired™ Product are intended and designed to be installed by and NFI certified Installer or licensed contractor. HPC Fire Inspired™ is not responsible for and damage or harm that is cause by incorrect or defective installation.

To find and NFI certified installers, please visit <https://www.nficertified.org/>

### Electronic Communications

When you visit HPCfire.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### Shipping / Risk of Damage

All shipments from HPC are FOB Place of Origin. This means the buyer assumes ownership of the shipment the moment the carrier picks up and signs the bill of lading. If there is damage to your freight when it arrives, you should refuse shipment. If you accept delivery of damaged freight, then you are responsible for filing any and all freight claims in regards to that order.

### Local Codes and Regulations

It is the consumer’s responsibility to research and know if the products sold on our web site can be used in your local area. We are not responsible for items that are purchased that cannot be used due to codes or restrictions. These items can be returned but would be subject to the return rules and regulations above.

**CUSTOMER NAME**

**TITLE**

**SIGNATURE**

**DATE**

*\*Signature Required*