



Dear Reseller,

Thank you for your interest in establishing an account with The Douglas Stewart Company. We are a distributor dedicated to serving the education market. We invite you to set up an account if you are a reseller to students, faculty, educational institutions, or school districts. To establish an account, please follow the instructions below. The application may be completed electronically in Acrobat or by printing and handwriting the responses. If you choose to manually complete the application, please make sure to print legibly.

Check each item as you complete it:

Complete all questions on the New Customer Profile pages 2 - 5

Sign and date the New Customer Profile (page 4). Please send a copy of the completed application to dstehly@dstewart.com or mail a copy to:

The Douglas Stewart Company
New Customer Set up
3862 Galleon Run
Madison, WI 53718

Sign the Acknowledgement of Terms and Conditions (page 6)

Read and retain The Douglas Stewart Company Sales Policies (pages 7 - 9)

Enclose Financial Statements
Required for all credit line requests exceeding \$10,000.

The Customer Service Department is available to answer your questions or direct calls regarding New Account Setups on Monday through Friday, from 7:00am to 6:00pm CST. Or you can email questions to custserv@dstewart.com.

If you have any additional questions, please feel free to call Dionne Stehly directly 800-279-2795, ext 284. We look forward to working with you!

Sincerely,

Dionne Stehly

Accounting Manager
dstehly@dstewart.com



NEW CUSTOMER PROFILE – CANADA

**THIS FORM MUST BE FILLED OUT COMPLETELY
PLEASE PRINT LEGIBLY—THIS IS A LEGAL DOCUMENT**

The information provided will be held in confidence and used for the granting of credit and administration and enforcement of agreements with The Douglas Stewart Company, Inc.

1.) COMPANY NAME: _____

2.) TRADE NAME, IF DIFFERENT (DBA): _____

3.) HAVE YOU OR ANY OF YOUR COMPANY OFFICERS EVER DONE BUSINESS WITH
THE DOUGLAS STEWART COMPANY UNDER ANY OTHER NAME? YES NO

IF YES, WHAT WAS THE COMPANY NAME? _____

4.) COMPANY WEBSITE ADDRESS: _____

5.) BILL TO ADDRESS:

6.) SHIP TO ADDRESS:

7.) ACCOUNTS PAYABLE CONTACT:

8.) PRIMARY ACCOUNT CONTACT:
(person to contact regarding account setup questions)

Name: _____

Name: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

9.) AUTHORIZED BUYERS

Please attach a separate list if you have a large number of buyers and/or salespeople

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

10.) IF A CORPORATION, INCORPORATED IN THE STATE OF: _____

OFFICERS:

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

11.) NAME/ADDRESS OF REGISTERED AGENT (individual or entity who receives legal documents):

12.) IF NOT A CORPORATION, FORM OF BUSINESS:

SOLE PROPRIETORSHIP

Legal Name: _____ Soc. Sec. #: _____

PARTNERSHIP

Legal Name: _____ Soc. Sec. #: _____

Legal Name: _____ Soc. Sec. #: _____

OTHER (please describe) _____

13.) WERE YOU REFERRED TO US BY ONE OF OUR VENDOR PARTNERS? YES NO

IF YES, WHAT WAS THE COMPANY NAME? _____

14.) ARE YOU CURRENTLY ACADEMICALLY AUTHORIZED FOR ANY VENDORS? YES NO

IF YES, PLEASE LIST THE VENDORS, ALONG WITH ANY CONTRACT NUMBERS (IF APPLICABLE):

15.) WHAT PERCENTAGE OF YOUR TOTAL ANNUAL SALES DOES THE EDUCATION MARKET REPRESENT? _____

16.) WHAT PERCENTAGES OF YOUR LAST TWELVE MONTHS SOFTWARE SALES TO THE EDUCATION MARKET WERE MADE IN THE FOLLOWING CATEGORIES?

% TO K-12 INSTITUTIONS: _____ % TO K-12 FACULTY AND STAFF: _____

% TO HIGHER ED INSTITUTIONS: _____ % TO HIGHER ED FACULTY AND STAFF: _____

17.) PLEASE INDICATE YOUR PRODUCT CATEGORIES OF INTEREST:

SCHOOL & DORM SUPPLIES

CONSUMER ELECTRONICS
mp3 players & acc., digital cameras, calculators, etc.

COMPUTER HARDWARE & ACCESSORIES
laptop & desktop PCs, keyboards, mice, etc.

K-12 FOCUSED PRODUCTS

SOFTWARE

WIFI & NETWORKING PRODUCTS

18.) WHO WOULD YOU LIKE TO RECEIVE E-MAILED PRODUCT NOTIFICATION INFORMATION?

Name: _____ Email: _____

19.) TERMS REQUESTED:

N30 - CREDIT LINE REQUESTED \$ _____

CURRENT YEAR FINANCIAL STATEMENTS, INCLUDING BALANCE SHEET INCOME STATEMENT, ARE REQUIRED FOR NET TERMS OVER \$10,000.

CASH IN ADVANCE (*please select preferred form of payment*)

WIRE TRANSFER COMPANY CHECK

20.) ESTIMATED MONTHLY SALES WITH THE DOUGLAS STEWART CO: \$ _____

21.) GST NUMBERS: _____
COPY OF CERTIFICATE(S) REQUIRED!

22.) FEDERAL ID NUMBER: _____

23.) DUN & BRADSTREET NUMBER: _____

24.) NUMBER OF YEARS IN BUSINESS: _____

25.) PREVIOUS ADDRESS, IF LESS THAN 1 YEAR: _____

26.) DO YOU STOCK PRODUCT? YES NO

27.) WHAT PERCENTAGES OF YOUR SALES ARE MADE THROUGH THE FOLLOWING METHODS?

% BRICK & MORTAR RETAIL: _____

% FIELD SALES REPS: _____

% COMPANY WEBSITE: _____

% OUTBOUND CALL CAMPAIGNS: _____

% OTHER WEBSITES (AMAZON, EBAY, ETC): _____

28.) I hereby authorize The Douglas Stewart Co., or any credit bureau or investigative agency employed by The Douglas Stewart Co., to investigate the references listed herein or statements or any other data obtained from me or any other person pertaining to my credit and financial responsibility. In consideration of the extension of credit by The Douglas Stewart Co. to us, we agree to promptly pay all bills in accordance with the terms expressed on the invoice. In the event that any suit or action is instituted to collect money due on our account, whether principle or interest, or both, we agree to pay, in addition to the amount owed, all legal fees and collection agency fees incurred, including a reasonable sum for attorneys' fees, and consent to jurisdiction and venue in Dane County, WI.

REQUIRED SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

REFERENCES

BANK REFERENCE:

NAME: _____

ADDRESS: _____

CONTACT NAME: _____ PHONE: _____

ACCOUNT #: _____

TRADE REFERENCE #1:

COMPANY NAME: _____ PHONE NUMBER: _____

CONTACT NAME: _____ FAX NUMBER: _____

ADDRESS LINE 1: _____ ACCT NUMBER: _____

ADDRESS LINE 2: _____ CREDIT TERMS: _____

TRADE REFERENCE #2:

COMPANY NAME: _____ PHONE NUMBER: _____

CONTACT NAME: _____ FAX NUMBER: _____

ADDRESS LINE 1: _____ ACCT NUMBER: _____

ADDRESS LINE 2: _____ CREDIT TERMS: _____

TRADE REFERENCE #3:

COMPANY NAME: _____ PHONE NUMBER: _____

CONTACT NAME: _____ FAX NUMBER: _____

ADDRESS LINE 1: _____ ACCT NUMBER: _____

ADDRESS LINE 2: _____ CREDIT TERMS: _____

TRADE REFERENCE #4:

COMPANY NAME: _____ PHONE NUMBER: _____

CONTACT NAME: _____ FAX NUMBER: _____

ADDRESS LINE 1: _____ ACCT NUMBER: _____

ADDRESS LINE 2: _____ CREDIT TERMS: _____

ACKNOWLEDGEMENT OF CANADIAN TERMS & CONDITIONS

The undersigned hereby agrees to purchase products for resale from The Douglas Stewart Company, Inc. (DSC), a Wisconsin corporation, according to the following terms and conditions:

1. Certain educationally priced products purchased under this agreement may be resold ONLY to non-profit, accredited educational institutions (K-12; college or other higher education institution; school districts) within Canada, and to individuals who are currently enrolled as full-time or part-time students, faculty or instructional staff of accredited educational institutions with valid ID. RESELLERS' ELIGIBILITY TO PURCHASE THESE PRODUCTS MAY BE LIMITED BY CONDITIONS IMPOSED BY THE LICENSOR OR MANUFACTURER, such as appointment by the licensor/manufacturer, record keeping, quantities per customer, proof of customer eligibility, etc.
2. DSC may refuse to do business with any reseller or limit sales to any reseller, at any time, at its sole discretion.
3. **DSC's current Sales Policies apply to all purchase transactions and are subject to change without notice. Sales Policies document may be found on our website www.dstewartcanada.com.** No additional or different provisions contained in Reseller's purchase orders or other business forms shall be of any force or affect whatsoever under any circumstances, and DSC's failure to object to any such provisions shall not be deemed a waiver of its rights under this paragraph.
4. **RESALE EXEMPTION CERTIFICATES REQUIRED:** Reseller agrees to be responsible for GST and Provincial taxes if applicable. DSC's Resale Exemption Certificate Policies are subject to change. Complete up-to-date details may be found at www.dstewartcanada.com.
5. **Marketing:** By having an account with DSC, you are giving us express permission to fax and e-mail you unsolicited advertisements. You may withdraw that permission at any time by giving us written notification addressed to: Marketing Department, DSC, 3862 Galleon Run, Madison, WI 53718. For quality assurance purposes, phone calls may be monitored or recorded.
6. DSC MAKES NO WARRANTY OR REPRESENTATION TO RESELLER OR ANY THIRD PARTIES CONCERNING THE OPERATION OF THE PRODUCTS. DSC EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCT WARRANTIES, IF ANY, ARE PROVIDED BY THE MANUFACTURER OR PUBLISHER OF THE PRODUCTS. IN NO EVENT SHALL DSC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM BREACH OF ANY WARRANTY.
7. DSC'S LIABILITY FOR DAMAGES IN ANY ACTION RELATING TO THE USE OF A PRODUCT ARISING FROM PURCHASES MADE UNDER THIS PROGRAM SHALL NOT EXCEED THE AMOUNT PAID BY RESELLER FOR THE COPY OF THE PRODUCT AT ISSUE. IN NO EVENT SHALL DSC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCTS, OR THIS PROGRAM, REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. DSC SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS RESELLER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY RESELLER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS
9. **Entire Agreement:** This Agreement, including Sales Policies located at www.dstewartcanada.com, contains the entire understanding between DSC and Reseller and supersedes any prior understandings and prior agreements between them respecting the subject matter of this Agreement.
10. Reseller hereby consents to the jurisdiction of the State of Wisconsin, County of Dane as a forum for resolving disputes or the enforcement of the terms and conditions stated herein, including suits for collection. Reseller shall be obligated to pay costs and expenses of collection, including reasonable attorney fees. The laws of Wisconsin shall govern these terms and conditions. Products not restricted by paragraph 1 (not limited to resale to academic purchasers) or otherwise subject to manufacturer's restrictions may be purchased by Reseller from DSC, and shall be governed by paragraphs 2-10 herein.

Reseller hereby agrees to the foregoing terms this _____ day of _____, 20 _____.

Authorized Signature

The Douglas Stewart Company Account Number

Name (Please Print)

Accepted:

Company Name

The Douglas Stewart Company, Inc.



THE DOUGLAS STEWART COMPANY CANADIAN SALES POLICIES

TERMS: Terms are Net 30 days with approved credit. All prices, invoices and payments are expressed in Canadian Dollars. Any credit issued (ie. for RA, rebate, etc.) by DSC expires 1 year from the date of issuance.

MINIMUM ORDER: There is no minimum. However, small orders are costly to process so please consolidate your orders as much as possible.

SHIPPING: All orders are shipped freight prepaid, F.O.B. destination, to any single location. In all instances DSC reserves the right to choose the carrier. Overnight or 2 day shipping service is available for an additional charge. Carrier charges for addresses incorrectly provided to DSC will be billed back to the reseller.

Outlying Regions: Additional freight will be billed on all shipments for outlying regions. They include the Yukon, NWT, Nunavut and other remote areas.

Handling Fees: All freight is prepaid, however orders under \$1,000 are subject to an \$10.95 handling fee.

PRICING: All prices are subject to change without notice. All sales are subject to applicable taxes. Current pricing is available at www.dstewartcanada.com.

SPECIAL VENDOR REQUIREMENTS: Adobe Systems Inc. requires that its software titles which are packaged as Collections be sold intact and not separated. Adobe specifically prohibits resellers from selling Collections contents separately and prohibits renting or leasing all of its educationally priced software titles.

PRICE PROTECTION: When a manufacturer lowers the price of an item and offers price protection to the channel, we proactively offer price protection to you for products purchased from DSC. Each manufacturer dictates strict guidelines for offering price protection, including purchase look-back periods ranging from 30 to 90 days, inventory report requirements and the period for submitting claims. DSC will notify you of specific requirements for each price protection, including the eligible purchases. We are only able to process price protections which strictly adhere to the manufacturer requirements including inventory reporting requirements, look back periods, and submission deadlines.

BACKORDERED ITEMS: Items that are out of stock are automatically backordered and shipped freight free when they become available. If residual backorders are less than \$25.00, they will be cancelled and you will be notified to reorder. Backorders more than 60 days old are subject to cancellation. Upon request, DSC may notify you when unshipped orders have been cancelled.

FREIGHT CLAIMS: It is very important to inspect your shipment when it arrives and note discrepancies on the freight bill at the time of delivery. We cannot process claims for shipments signed as complete and undamaged later found to be incomplete or damaged. Check the package for damage or pilferage before the carrier leaves. Report claims for damage or short shipments to DSC at 800-279-2003 or via our Discrepancies web form within 7 days of receiving your shipment. If you sign for your shipment and then find concealed damage, such as torn product packaging or broken products, call the delivering carrier for a damage inspection, then notify us. Retain all shipping materials for inspection.

BACK ORDERED ITEMS: Items that are out of stock are automatically backordered and shipped freight free when they become available. If residual backorders are less than \$25.00, they will be cancelled and you will be notified to reorder. Backorders more than 60 days old are subject to cancellation.

INVOICE DISCREPANCIES: All invoice discrepancies including price adjustments, processing fees and other add-ons must be disputed within 30 days of invoice.

FINANCE CHARGES: Terms of sale are cash, unless credit is approved. Approved credit sales terms are thirty days net. Reseller shall be obligated to pay costs and expenses of collection, including reasonable attorney fees.

MARKETING: By having an account with DSC, you are giving us express permission to email you unsolicited advertisements. You can withdraw that permission at any time by giving us written notification addressed to: Marketing Department, DSC, 3862 Galleon Run, Madison, WI 53718. For quality assurance purposes, phone calls may be monitored or recorded.

COMPUTER PRODUCTS NOTIFICATIONS - NEW PRODUCTS, DISCONTINUED PRODUCTS, PRICE CHANGES

You may request notification by either fax or email. We send notifications on or about the 1st and 15th of each month. Notifications list discontinued products which your account has purchased during the previous 12 month period. You can also view a complete list of discontinued products, price changes, and new items at www.dstewartcanada.com. This listing is updated twice per month.

RETURNS

GENERAL INFORMATION

Should you need to return products, you must obtain a Return Authorization (RA) number from DSC customer service first. All RA requests must be submitted to The Douglas Stewart Company in writing via fax, email or by filling out our online RA form (<http://www.dstewartcanada.com/rma-form>). All RA requests must include your DSC account number, account name, city, state, zip, your contact name, email address, phone number, the DSC sku number, product description, quantity to be returned, and reason for return. Your RA number is valid for 15 days and must be clearly marked on the outside of all return packages. You must allow for in-transit time as DSC must physically receive the products within 15 calendar days of RA issuance or the RA will be cancelled. Any products received after 15 days or otherwise not conforming to DSC's return policies will be returned to you at your shipping expense and will be subject to a 15% processing fee calculated on the originally invoiced value of the products returned. If you refuse the shipment or return the same product again without a valid Return Authorization or otherwise not conforming to DSC return policies, you give up title to the product and will not be eligible for any credit related to this product. With the exception of returns due to shipping errors, shipping fees are your responsibility. Overstock merchandise must be in new, resalable condition. Credit will be issued at current reseller cost, minus any previously issued credits, discounts or rebates, not to exceed original invoice cost.

ALL RETURNS MAY BE SUBJECT TO MORE RESTRICTIVE MANUFACTURER POLICIES.

Returns should be sent to:
The Douglas Stewart Company Returns
255 Pinebush Road Unit A
Cambridge, Ont
N1T 1B9, Canada

Shipping and Invoicing Errors:

DSC errors resulting in shipping or invoicing discrepancies such as incorrect quantities, product, or pricing must be reported to DSC within 7 days of receipt of product. Follow the standard process for obtaining a Return Authorization within 15 calendar days of reporting an error if the discrepancy is not resolved at the time of reporting. Any credit will be issued at invoiced cost minus any previously issued credits, discounts or rebates including shipping fees back to DSC via the least expensive way.

Returns of Free Goods, Demonstration Product and Not for Resale Product:

If returning a product that was purchased in conjunction with a promotion providing free product (i.e. a buy 4, get 1 free promotion) the first product returned is considered to be the free product. Demonstration and Not for Resale (NFR) products are not returnable.

RETURNS POLICIES FOR COMPUTER SOFTWARE

PACKAGED PRODUCTS

Overstock Returns:

Current product purchased from DSC that is unopened and in resalable as new condition is eligible for overstock return. Reseller may request an RA for products within 6 months of DSC's invoice date. Overstock returns will be limited to a maximum of 50% of the value of purchases of the same manufacturer's product line during the 6 months prior to the RA authorization date net of any prior overstock returns during that period. Requested returns in excess of the 50% limit will be considered on a case by case basis and will be subject to a 10% restocking fee calculated on the dollar value of the returned product in excess of the 50% limit in addition to requiring a stock balancing order for the same or greater value for product from the same manufacturer. All products in this category may be subject to more restrictive return policies of the manufacturer. DSC may elect not to authorize a return for products from a manufacturer who has declared bankruptcy or is deemed insolvent.

Discontinued Product Returns:

Discontinued product may be returned if the product was purchased from DSC within the prior 6 months subject to the following conditions. If you wish to return discontinued product, you must contact customer service for return authorization (RA) within 15 days of the date of notification of product discontinuation. Discontinued products purchased prior to the 30 day window are subject to the standard overstock return terms and conditions.

Defective Returns:

Current software titles purchased from DSC found to be defective according to the publisher's warranty is eligible for return. Returned software must include all packaging, media, and manuals for credit to be issued.

VOLUME LICENSING, ESD, & SUBSCRIPTIONS:

Software Volume Licensing:

Current products purchased from DSC within 30 days prior to the date of RA request are eligible for return, however, all software volume licensing returns are subject to acceptance of the return from the manufacturer. Manufacturers' policies are available on our website. Contact our Licensing department for these Return Authorization requests.

Software ESD:

DSC will not take returns for ESD Product/Keys unless product is deemed to be defective in accordance with the End-User License Agreement from the software product publisher.

RETURNS POLICIES FOR PRODUCTS OTHER THAN COMPUTER SOFTWARE

Overstock Returns:

Current product purchased from DSC that is unopened and in resalable as new condition is eligible for overstock return. Reseller may request an RA for products within 180 calendar days of DSC's invoice date. Overstock returns will be limited to a maximum of 10% of the value of purchases of the same manufacturer's product line during the 180 days prior to the RA authorization date net of any prior overstock returns during that period. Requested returns in excess of the 10% limit will be considered on a case by case basis and will be subject to a 10% restocking fee calculated on the dollar value of the returned product in excess of the 10% limit in addition to requiring a stock balancing order for the same or greater value for product from the same manufacturer. All products in this category may be subject to more restrictive return policies of the manufacturer. Products purchased in round buy quantities must be returned in round buy quantities. Special terms and conditions apply to emblematic product, dated goods, mobile device cases and covers, lifestyle products, and products with expiration dates. DSC may elect not to authorize a return for products from a manufacturer who has declared bankruptcy or is deemed insolvent.

Discontinued Product Returns:

Discontinued products purchased from DSC within the 30 days prior to the date of notification of product discontinuation (notification method may be removal from price lists) are eligible for return. Reseller must request the RA for discontinued products within 30 days after the notification of product discontinuation.

Defective Merchandise:

Current product purchased from DSC found to be defective according to the manufacturer's warranty is eligible for return. DSC may test the products and return to reseller at reseller's expense any product determined not to be defective. DSC may require reseller to return products reported to be defective directly to the manufacturer.

SPECIAL TERMS AND CONDITIONS - RETURNS

Many manufacturers have special terms and conditions for returns. This includes all software licensing, Anywhere Cart, Avid, Dell, FileMaker, Fitness Products, LocknCharge, OnHand, Parallels, Quark, Spectrum Industries, and others. More information on special terms and conditions is available after log in on www.dstewartcanada.com.

ANY CREDIT ISSUED (IE. FOR RA, REBATE, ETC.) BY DSC EXPIRES AFTER 1 YEAR FROM THE DATE OF ISSUANCE.

The Sales Policies are those specified in this document, but are subject to change and will be reflected on our web site at www.dstewartcanada.com. No additional or different provisions contained in Reseller's purchase orders or other business forms shall be of any force or affect whatsoever under any circumstances, and DSC's failure to object to any such provisions shall not be deemed a waiver of its rights under this paragraph.