

Basson Steady System Authorized Reseller Program

Basson Reseller Exclusives

Basson Steady reserves participation in the following unique, revenue-generating program solely for its Basson Steady Authorized Resellers in the US and Canada, as well as Basson Steady authorized distributors internationally.

Basson Steady Worldwide Demo Product

Each Basson Steady Authorized Reseller establishes a permanent Basson Steady demonstration station with at least one steady, of any model we manufacture.

phone numbers and business hours are posted on the Authorized Reseller section of the Basson Steady Web site.

For more information on this program, available exclusively to Basson Authorized Resellers, contact your Basson Sales Consultant at
ph/Fax: ++ (5411) 4259 4165 Ph: ++(54911) 4472 6757
Email: info@bassonsteady.com.ar

Program Requirements

We are interested in identifying a select group of qualified Resellers to build our Authorized Reseller network. Do you have what it takes to become a Charter Member? Hurry! Seats are limited. Contact us now and reserve your place. Here are our requirements:

1. Be an established business for at least 12 months.
2. Have generated \$250,000 in revenue in the last 12 months.
3. Have at least one full-time employee.
4. Have experience selling video equipment or steady systems,
5. Complete and/or submit the following to Basson Steady, Inc:
The Basson Steady Authorized Reseller Application Form.
A signed copy of the Basson Steady Terms & Conditions Form.
6. Designate a Basson Product plan to promote and sell the steadies.
7. Purchase at least 3 units to begin, the models you prefer. Dealers get a 10% discount over web prices, we will only accept wire transfer payment method.
8. Generate BassonSteady sales of at least 10 units annually
9. Maintain an active Basson Steady in your office for client demos.

*Now is the time to join the
Basson Steady Authorized Reseller Program.*

*Take advantage of this opportunity and
contact us today!*

Basson Steady Authorized Reseller Application Form

Company Information

Company Name: _____

Address: _____

Address 2: _____

City: _____

State/Province: _____

Zip/Postal: _____

Country: _____

Web address: _____

Resale Certificate No: _____

Federal Tax ID: _____

Shipping Information (if different from above)

Address: _____

Address 2: _____

City: _____

State/Province: _____

Zip/Postal: _____

Country: _____

Contact Information

President: _____

Phone: _____

Email: _____

Technical: _____

Phone: _____

Email: _____

Sales: _____

Phone: _____

Email: _____

Billing: _____

Phone: _____

Email: _____

Business Type (Select One)

Video

Distributor

Manufacturer's Rep

Value Added Reseller

photography

Retail Store

Online Store

Direct Mail Merchant

video rental

Import/Export

Manufacturer

Other _____

Business Specialty (Select One)

Internet

Camcorders/ general video products

Steadi systems

Rental /Repairs

Consumer Electronics

Other:

Products you currently sell:

Product brand names:

Services you currently offer:

Number of years in business:

How did you hear about Basson Steady System?

- Internet
- TV
- Magazine article
- Magazine ad
- Direct mail
- Retail Store
- Reseller
- Word of Mouth
- Other: _____

Number of employees (Select one):

- 500 or more
- 100-499
- 50-99
- 25-49
- 10-24
- 5-9
- 2-4
- 1

Yearly revenue in U.S. dollars (Select one):

- More than \$10 million
- \$5-10 million
- \$2-4.9 million
- \$1-1.9 million
- \$500,000-999,999
- \$250,000-499,999
- Less than \$250,000

Primary customer (Select one):

- Enterprise
- Medium / Large Business
- SOHO
- End User
- Resellers
- Other _____

Vertical focus (Select up to three):

- Accounting
- Aerospace
- Agriculture
- Architecture
- Banking
- Broadcast
- Chemicals
- Computers
- Construction
- Data Processing Services
- Education (K-12)
- Education (higher)
- Electronics
- Engineering
- Government
- Health Services
- Insurance
- Legal Services
- Mail Order
- Manufacturing
- Marketing Services
- Mining
- Personal Services
- Pharmaceuticals
- Print/Publishing
- Real Estate
- Retail
- Transportation
- Utilities
- Wholesale
- Other: _____

Domestic sales region: _____

International sales region: _____

Other Information: _____

Services you currently offer: _____

Number of years in business: _____

Please tell us briefly how you plan to promote and sell the Basson Steady _____

How many Basson Steady System units do you plan to sell in the next 12 months? _____

I hereby certify that I have read and understood the terms and conditions of the Basson Steady Authorized Reseller Program and agree to abide by them. I also understand that Basson can change its program benefits and support policy, and that it may cancel membership at any time.

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Basson Steady System Authorized Reseller Terms and Conditions

As a Basson Authorized Reseller ("RESELLER"), you agree to the following:

1. Purpose and Procedure: RESELLER desires to provide solutions to certain customers; this solution may include any combination of , product explanation, support and training. Basson, Inc. desires to supply steadies and firmware to RESELLER, and provide services, support and training to enable RESELLER to provide its customers with the above solution.

2. Term and Termination: This Agreement shall take effect on the date of the RESELLER's acceptance by Basson, Inc. into the Basson Reseller Program, and shall automatically renew without notice for successive terms of one (1) year, unless terminated as provided herein. Except as otherwise provided herein, either party shall have the right to terminate this Agreement at any time, without cause, upon giving sixty (60) days' written notice. Basson may, in its discretion, honor orders from RESELLER accepted by Basson and unfilled on the date of termination. On termination, RESELLER shall automatically deliver to Basson or its designated representative, at no cost to Basson or the designated representative, all records maintained in connection with Basson's business. On termination, RESELLER shall remove all signs or other evidence identifying RESELLER with Basson. Neither party shall be responsible to the other party for any costs or damages resulting directly and solely from the termination of this Agreement. In no event shall Basson be obligated to pay to RESELLER on termination of this Agreement any compensation, indemnification, termination payments or other like amounts unless specifically provided for in this Agreement, and RESELLER forever waives any claims or rights which it may have for any of these payments or like amounts.

3. Appointment: Basson hereby appoints RESELLER as a non-exclusive member of the Basson Reseller Program in North America, including US territories, for the products (as hereinafter defined), services, and support listed in this Agreement. RESELLER will immediately order a three-unit Basson Steady starter. In addition, RESELLER commits to purchasing at least 10 Basson Steady units during the first year of this Agreement. RESELLER is not authorized to ship orders outside North America or to sell to other resellers or OEMs. RESELLER is authorized to sell to end users only. RESELLER shall not sell, lease, license, export or otherwise dispose of any products or associated material to any person, firm, corporation, or governmental entity which RESELLER knows, or has reason to believe will export, resell, use or otherwise dispose of the products or associated material in any country or territory where the disposition is prohibited or regulated by any law or regulation of the United States of America or other country without prior approval under law. Basson reserves the right to make any change to any product at any time and to discontinue the manufacture or distribution of any product at any time without prior notice to RESELLER and without incurring any obligation to RESELLER. Basson reserves the right to reasonably allocate inventory when demand exceeds Basson's supply.

4. RESELLER Qualification: RESELLERs must be video equipment equipment dealers, Steady dealers, Video distributor, Online Store, etc. All RESELLERs must have an appropriate local or national authorization to conduct business, such as a valid resale tax number, a copy of which must accompany the completed and signed Basson RESELLER profile. RESELLERs must be able to demonstrate products in-store or at the customer's site, and must have a technical support or service department that can adequately support end users.

5. RESELLER Benefits: RESELLER is entitled to those benefits for an Basson RESELLER, as outlined in the 'Basson Reseller Program Brochure'. RESELLER understands that these benefits may change from time to time, without prior notice, at the sole discretion of Basson.

6. RESELLER Status and Obligations: RESELLER may resell the following Basson 'products' under this program: All Basson technology products available through Basson, exclusive of those products for which Basson has established additional restrictions on distribution. RESELLER may be authorized to resell such products under a separate Agreement. RESELLER shall provide to Basson the name, shipping address, fax and phone number of every location in which RESELLER has installed Basson products. Completed product registration cards will fulfill this responsibility. The appropriate trademark symbol (either 'TM' standard Trademark or ® standard Registered in a superscript following the product name) shall be used whenever an Basson name is mentioned in any advertisement, brochure, or other material circulated by RESELLER. The appropriate trademark symbol must be used at least once for each product in each publication, in conjunction with the first reference to such product. RESELLER shall offer end users after-sales support within a reasonable time period at the end user's site and over the telephone, depending on the nature of the end user's requirement. Basson, in turn, shall provide reasonable assistance to RESELLER whenever RESELLER is unable to solve end user's problems with the Basson products, as provided below. In accordance with its normal support policies, RESELLER shall provide end users with help in the use of Basson products. RESELLER shall use its best efforts to cause end users to refer problems in using Basson products to RESELLER and not to Basson. Basson may refer RESELLER's end users back to RESELLER for resolution of end user's problem. In the event that an end user reports a problem with an Basson product that RESELLER cannot solve on its own, Basson shall use reasonable efforts, in accordance with the standard support policies of Basson technical support group, as described below, to assist RESELLER in solving said problem. RESELLER shall report all such problems to a single designated Basson office and support group. RESELLER agrees that high end user satisfaction is a condition of RESELLER's continued authorization by Basson. To assure high end user satisfaction, RESELLER agrees to: 1) report to Basson promptly all suspected and actual problems with any product; 2) conduct business in a manner that reflects professionalism at all times on the products, services, goodwill and reputation of Basson; 3) comply with all applicable laws and regulations in performing its duties with respect to the products and services and avoid deceptive, misleading, or unethical practices that may be detrimental to Basson or Basson products; 4) refrain from making any representations, warranties, or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the product that are inconsistent with the current literature distributed by Basson; and 5) provide all original hardware, firmware, manuals, and license agreements accompanying each product to end users.

7. Terms of Sale: Prices are subject to change without prior notice. All sales includes worldwide door to door delivery . Basson terms are credit card (MasterCard, VISA, and American Express) or wire transfer, crdeit card sales sare not aplicable for dealers or representatives. END CONSUMER CREDIT CARD SALES MUST ADD A 10% FEE TO COMPENSATE CREDIT CARD DISCOUNTS. Basson reserves the right from time to time to establish minimum purchase requirements on any and all orders.

9. Return Policy: All products sold by Basson, Inc. carry a 7-day money back guarantee for products that are returned in a resalable condition; with a 20% restocking fee, coming and going, custom taxes, shipping charges, and handling, are non refundable, too. products may be returned within seven (7) days of invoice date in accordance with the terms specified herein. All products to be returned to Basson must be assigned a Return Merchandise Authorization (RMA) number. Any product returned to Basson without a RMA number will be refused and returned to sender at sender's expense. Defective Merchandise: Contact Aplio Sales Department to receive an RMA Number. Once an RMA number has been issued and the defective merchandise has been received by Basson, Basson will ship replacement merchandise at Basson's expense. Defective products must be returned through the same carrier company as a return in order to save the income taxes that the steady would pay when arrives to argentina, this tax fee is a 50% of the invoice amount. All packaging, manuals and accessories must be returned with the shipment, unless otherwise specified by an Basson sales representative. Basson reserves the right to refuse any shipment received after seven (7) days. Credit Returns: All products can be returned within seven (7) days of invoice date for a refund under Basson's return policy. The following information must be provided to Basson's Sales Department before an RMA Number will be issued. (a) Invoice Number(s), (b) Date of Invoice, (c) Part Number or Description, and (d) Serial Number(s) (if applicable). Product must be returned by RESELLER within seven (7) days of receiving an RMA Number. Basson reserves the right to refuse any shipment received after seven (7) days. The RESELLER must return the product with the original packaging. All packaging, manuals, and accessories originally shipped with the product must be returned. If the items returned for credit cannot be prepared for resale, Basson will charge a fee for the value of those items. If the product is damaged, RESELLER will pay a repair fee or it will be returned to RESELLER at RESELLER'S expense without refund. Basson will issue a refund after the product tests free of defects. Duplicate or Errant Shipments: Basson will issue an RMA Number and, Basson will ship the corrected order via Standard service at no charge.

Damaged Shipments: must be claimed by the end consumer as well as for Basson, to the carrier company, end consumer must send to Basson at least two pictures by e-mail, of the damage piece(s), as well as to keep the packing until the carrier company makes a resolution.

10. Basson Technical Support: Basson reserves the right to designate and periodically make changes to the operation of, and access to, support as necessary to improve support and comply with applicable laws, regulations, and tariffs. Basson technical support representatives will use their best efforts on all problem issues, but Basson makes no guarantee of problem resolution.

11. Promotional Materials: Basson will produce marketing and promotional materials and artwork (brochures, logos, etc.) that can be used by RESELLERS for marketing, sales and promotional purposes. RESELLER may request supplies of these promotional materials (for a nominal fee) by completing a Marketing Collateral Order Form and sending it to their Basson representative. Please contact your Basson sales representative for further information. RESELLER agrees that any all use of Basson marketing and promotional materials and artwork will be in a manner that reflects professionalism at all times on the products, services, goodwill and reputation of Basson. Basson may, at its sole discretion, reference RESELLER in advertising and promotional materials in connection with the sale and promotion of Basson products, and may list RESELLER in a directory of Basson Resellers.

12. Confidentiality and Proprietary Information: Information relating to the products and the terms, provisions and substance of this Agreement (proprietary information) shall be held in the strictest confidence, and RESELLER shall not use or disclose such information to third parties without the prior written consent of Basson. During the term of this Agreement, and thereafter, RESELLER agrees to use care (the same being not less than employed by RESELLER to protect its own proprietary information) to safeguard proprietary information and to prevent the unauthorized use or disclosure thereof. RESELLER shall not be liable for disclosure or use of proprietary information provided in accordance with the terms set forth herein which: 1) Is approved for release in writing by Basson; 2) Is lawfully obtained by RESELLER from a third-party or parties not under any obligation to maintain the confidentiality thereof; 3) Is known by RESELLER prior to disclosure; 4) Is required by applicable law or regulations to be released; 5) Is independently developed by RESELLER, provided the person or persons developing the same have not had access to relevant proprietary information of Basson disclosed hereunder. Basson shall have, in addition to other legal remedies that may be available, the right to equitable and injunctive relief to prevent any such unauthorized use or disclosure. RESELLER'S obligations and Basson's rights under this paragraph shall survive any expiration or termination of this Agreement for any reason whatsoever.

13. Limitation of Liability: Neither Basson nor anyone else who has been involved in the creation, production, or delivery of the products or services that are the subject of this Agreement shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of profits, business interruption, loss of business information, and the like) arising out of the use of or inability to use the products, or provision of or failure to provide support, even if Basson or such other person has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of consequential or incidental damages, the above limitation may not apply to RESELLER. In any event, the liability of Basson and its suppliers, whether negligence, breach of warranty, or otherwise, shall, in the aggregate, not exceed the amount paid to Basson hereunder for the particular product(s) or service(s) involved. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, RESELLER PURCHASES ALL PRODUCTS ON AN "AS IS" BASIS WITH NO WARRANTY FROM BASSON, WITH RESPECT TO ALL PRODUCTS SOLD OR LICENSED TO RESELLER, THERE ARE NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. General: It is understood and agreed that this Agreement contains the entire understanding of the parties relating to the subject matter hereof, and that any representation, promise, or condition not contained herein shall not be binding on either party. This Agreement shall be governed by the laws of the State of Buenos Aires, and of the Argentina. If any legal action shall be instituted by either party to this agreement against the other party with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorney's fees and expenses. Any legal proceeding arising under or relating to this Agreement shall be brought and maintained in the state or federal courts located in Buenos Aires. If this Agreement shall be terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions or product(s), this Agreement shall remain in full force and effect as to the remaining provisions or product(s). No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement, and any rights or obligations hereunder, shall not be assigned or sub-licensed by RESELLER, without Basson's prior written consent. The parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee is established hereby between the parties. Nothing herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. Neither party has the authority to bind the other or incur any obligations on behalf of the other party. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provision.

Terms are subject to change without notice. Basson, Basson Steady are registered trademarks © Copyright 1998 Basson, Inc.

Parana 495 (local)
Capital Federal
cp 1019, Buenos Aires
Argentina

Ph/Fax: ++ (5411) 4259 4165
Ph: ++(54911) 4472 6757
Email: info@bassonsteady.com.ar
<http://www.bassonsteady.com.ar>