



www.longevity-inc.com

Dear Potential Dealer,

Welcome to the world of LONGEVITY Welding. LONGEVITY is one of the leading manufacturers of Plasma Cutters, (Arc, MIG and TIG) Welders, and Diesel Generators. We recently introduced a wide variety of multiprocess welding equipment, which combine plasma cutters and welders as an all-in-one combination. We carry a full line of consumables and accessories as well.

LONGEVITY is not seeking to replace your Welding Line; rather, be a perfect match for the industrial market or the do it yourself market fulfilling a huge void for affordable welding/cutting solutions.

Why let potential customers walk away because of the price? Why not give them a solution that is affordable, yet is backed by an industry leading 5-Year Warranty* from a proven company that will support and feed your business?

That's why LONGEVITY is a solid choice to expand your product line.

If you are interested in dealer or customer references, please let us know.

Please fill out your Dealer Application attached and return to:

Email: sales@longevitywelding.com

Toll Free: (877) 566-4462

Fax: (510) 887-7091

Mailing Address: 23591 Foley Street Hayward, CA 94545

Care of your Regional Sales Representative and he/she will contact you shortly to go over your territory, our Referral Platform and the Outstanding Profit Margin we can provide.

Best Regards,

Simon Katz

President / CEO

LONGEVITY DEALER APPLICATION			
BUSINESS CONTACT INFORMATION			
Contact Name & Title:			
Company Legal Name & TIN:			
Phone:	Fax:	E-mail:	
Registered Company Address:			
City:	State:	ZIP Code:	
Time in Business:			
Sole proprietorship:	Partnership:	Corporation:	Other:
BUSINESS AND CREDIT INFORMATION			
Primary Business Address:			
City:	State:	ZIP Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:	Phone:		
City:	State:	ZIP Code:	
Type of account	Account number		
Savings			
Checking			
Other			
BUSINESS/TRADE REFERENCES			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
AGREEMENT			
1. All invoices are to be paid 30 days from the date of the invoice. 2. Claims arising from invoices must be made within seven working days. 3. By submitting this application, you authorize Longevity, Inc. to make inquiries into the banking and business/trade references that you have supplied.			
SIGNATURES			
Title: Date:		Title: Date:	



www.longevity-inc.com

Longevity™ Distributors, LP

Authorized Dealer Agreement

This AGREEMENT is effective as of this _____ day of _____ month, _____ Year by and between Longevity™ Global, Inc. (further referred to as distributor) and

A limited liability company organized in the state of _____ .

Hereinafter referred to as (“Dealer”)

Whereas, Distributor has established a system of authorized dealers operating at approved locations to sell and service products distributed by Distributor, including but not limited to all welders, plasma cutters, multi-purpose units, and generators and related parts and accessories (“Products” or “Product”) in the most effective manner and whereas each authorized dealer is relied upon to provide appropriate capital, equipment, staff and facilities to properly sell, service and protect the reputation of Distributor’s Products, the parties agree as follows:

Distributor hereby grants Dealer a non-exclusive right to identify itself as an Authorized Longevity™ Dealer and to sell Products as an Authorized Dealer, subject to the following:

- 1. Term.** The term of this Agreement shall be one year beginning with the effective date specified above and shall be automatically renewed for successive one-year terms unless sooner terminated in accordance with this agreement.
- 2. Non-exclusive Dealer.** Dealer shall at all times be deemed a non-exclusive Dealer of Distributor’s Products, and as a such, shall not be an agent, employee, or representative of Distributor, but rather shall be an Independent contractor.
- 3. Sales to Dealer.** Distributor agrees to sell Products to Dealer in accordance with the terms and conditions of this Agreement. Dealer shall pay the purchase price specified in the Dealer Price List to be provided from time to time, but provided that Distributor shall give Dealer thirty (30) days written notice to any changes in Dealer prices. Dealer prices do not include shipping costs or any federal, state or local taxes applicable to the products, all of which costs shall be borne by Dealer.
- 4. Purchase Orders.** Dealers shall order Product(s) by written notice to Distributor. Each order shall include the numbers of units to be shipped, the type of units to be shipped, the ship-to location, and proper authorization.
- 5. Shipping.** All prices are FOB Distributor’s warehouse unless otherwise agreed to in writing by Distributor.
- 6. Payment.** All payments shall be net cash prior to shipping, unless alternative terms are agreed to in advance and in writing by Distributor. Distributor’s “acceptance” of a Dealer’s Purchase Order that clearly sets out requested alternative payments terms and Distributor’s shipment of Product pursuant to that Purchase Order shall be deemed to meet the requirements for advance approval of alternative payment terms. Payment shall be made to Distributor in U.S. dollars by cash or cash equivalent, including wire transfer to Distributor’s account.
- 7. Sales Location.** Dealer hereby agrees to display and sell Distributor’s Products in its retail store(s) or products catalog in accordance with this Agreement. Dealer further agrees to sell the Product(s) only to purchasers who are consumers or end-users. Dealer specifically agrees that it will not sell or authorize any Product to be sold through any live auction or through any online internet auction such as eBay, u-Bid, etc....
- 8. Product Returns.** Dealer may return new Product(s) to Distributor in its original packaging for full credit, less any shipping costs. Distributor will not accept returns of any Product that is not in its original condition and in its original packaging. Defective Products returned under warranty to Dealer will be resolved by providing replacement parts or by Product replacement, at the option of Distributor.
- 9. Dealer Representations.** Dealer certifies that it holds a valid seller’s permit for all locations from which it will sell Products, that it is engaged in the business of selling and that all the Product(s) it shall purchase from Distributor will be resold by it in the form of tangible personal property and further that it holds any and all licenses, permits and certificates required by federal, state or local laws or regulatory authority necessary to qualify it to sell the Product in the sales location.

10. **Intellectual Property.** Distributor or its affiliates are the exclusive owners of the various trademarks, service marks, names, logos, slogans and designs ("Marks") used in connection with the Products. Dealer is granted the non-exclusive right to display the Marks in the conduct of its Dealership operations. The Marks may be used as part of the name under which Dealer's business is conducted only with the express written approval of Distributor. No company owned by or affiliated with Dealer or any of its owners may use any Distributor Mark or product name without Distributor's written permission. Dealer will change or discontinue the use of any Distributor Mark upon request. Upon termination of this Agreement, Dealers will immediately discontinue or cause to be discontinued, at its expense, all use of the Marks. Thereafter, Dealer will not use, either directly or indirectly, any Marks or any other confusingly similar marks in a manner likely to cause confusion or mistake or to deceive the public. Dealer will reimburse Distributor for all legal fees and other expenses incurred in connection with legal action to require Dealer to comply with this paragraph.
11. **Termination.** Either party may terminate this agreement with or without cause on 30 days written notice to the other party; provided however, that Distributor may terminate this Agreement immediately upon Dealer's breach of this Agreement.
12. **Assignment.** This Agreement may not be assigned in whole or in part by Dealer without the express written consent of Distributor. Assignment shall include a change in ownership or control of Dealer.
13. **Entire Agreement** This agreement constitutes the entire understanding of the parties and supersedes any prior agreements, written or oral. Past practice and course of dealings between the parties shall not be used to amend the terms of this Agreement. All agreements or modifications must be in writing and be executed by duly authorized representative in the same manner as this Agreement.
14. **Indemnification.** Dealer agrees to indemnify, defend and hold Distributor harmless for any loss, cost, damage, liability or expense (including Distributor's reasonable legal fees and other costs of litigation) for any claim or lawsuit brought against Distributor by any third party asserting that any Product caused or resulted in physical injury, death or property damage arising out of or related to the following: 1) Dealer's modification of any Product except in a manner expressly approved by Distributor in writing; 2) Dealer's failure to warn that if the Product is operated by a minor, it should be only under the direct supervision in of an adult; 3) Dealer failing to warn customers of misuse or abuse of the product; 4) Dealer removing any warning labels affixed to the Product or failing to distribute literature provided by Distributor to accompany any Product; or; 5) Dealer making any claim or warranties beyond those expressly given by the manufacturer or Distributor.
15. **Governing Law and Severability.** This Agreement shall be governed by the laws of the State of California in the jurisdiction of San Francisco Courts. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be impaired thereby. The failure of either party of any breach shall not prevent a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach.
16. **In addition to this agreement, I have read, understood, and agree to the agreement provided on http://www.longevity-inc.com/terms_and_policy.php.**

The undersigned representative of Dealer certifies and warrants that Dealer has taken all action required by its organizational documents to authorize the individual identified below to act on behalf of Dealer and further warrants that the undersigned has full authority to execute this document.

Dealer:

By: _____

Title: _____

Date: ____ / ____ / ____

Distributor:

By: _____

Title: Longevity™ Global, Inc.

Date: ____ / ____ / ____

23591 Foley St
 Hayward, CA 94545
 Main: 1-877-LONG-INC / 1-877-566-4462
 Fax: 1-510-887-7091

Terms and Conditions

By viewing this site or purchasing, or offering to purchase the product stated herein, you certify that you are at least 18 years of age and have fully read, understood and agree to be bound by all of the terms and conditions stated herein.

Definitions: "We," "our," and "us" refers to LONGEVITY™ GLOBAL, INC. "Purchaser," "recipient," and buyer refers to the party listed on the invoice as the purchaser of the goods. "Carrier," "vessel," and "transportation company" refers to the company selected for transportation of the goods.

Payment: Unless otherwise clearly stated, all items are BRAND NEW (NOT REFURBISHED) and are available in stock. All payments made by personal/business/electronic check, cashier check or money orders require bank clearance prior to shipment. *We accept PayPal, all major credit cards, checks, money orders, and cashier checks. If you need help processing the payment, please contact us at 1-877-LONG-INC / 1-877-566-4462 or go to our [contact us](#) page.*

Shipping: We cannot, under any circumstance, accommodate third party shipping arrangements. We ship to physical address only. We DO NOT ship to P.O. Box, APO or FPO. We do not offer combined shipping due to restrictions. Flat rate shipping rates, if offered, only apply to the 48 contiguous States. They do not apply to Hawaii, Alaska and Puerto Rico or other US territories or international shipments. Please contact us for rates to those locations. Shipping method shall be ground shipping by the carrier of our choice (usually UPS, FEDEX, DHL or US Postal Service). We cannot accommodate the carrier of purchaser's choice. We will provide tracking number(s) the date the label is printed. All items will be shipped to the purchaser's confirmed billing address as on the credit card. We are not responsible for errors or inconsistencies in stated addresses. Please update your address before you purchase. For all shipments, domestic and international, title to the goods transfers once the goods are loaded onto the vehicle or vessel of transportation. We are not responsible for damages, which occur in possession of the carrier. We are not responsible for transit delays.

International Shipping: For shipments to locations outside the United States, the purchaser shall be responsible for custom clearance, duties, brokerage fees, taxes and other incidental charges. It is the responsibility of the purchaser to determine whether each product is suitable for import and use into their jurisdiction. For export documentation purposes, we will write the exact value of the good. International shipments will require a quote from our representatives before we can process the order.

Inspection Upon Receipt: Upon receipt of the goods, the purchaser/recipient must inspect the external packaging and note any damage, regardless of its severity, size or significance, on the waybill or other shipping documents provided by the carrier/transportation company. Unless the shipment is left at the purchaser's/recipient's address without the requirement of a signature by the purchaser/recipient (i.e. shipments with DHL), the purchaser/recipient must also open the packaging and inspect the shipment thoroughly and completely for damage. All visible damage and/or nonconformity to the goods, regardless of its severity, size or significance must be noted on the waybill or other shipping documents provided by the carrier/transportation company. If there is significant damage resulting from mishandling of goods by the carrier, the customer is hereby asked to refuse the shipment. Additionally, the customer must notify us, in writing, within 48 hours of receipt of damaged, non-conforming product.

Unless the shipment is delivered without signature by the purchaser/recipient (i.e. shipments with DHL), failure by the purchaser/recipient to note any damage, defect or irregularity in the shipping documents shall be construed as a declaration by the purchaser/recipient that the goods were received in good order and condition and free from any defect or non-conformity.

If the carrier of the goods is DHL, delivery occurs without the purchaser's/recipient's signature and the goods arrive damaged, the damage need not be noted on the waybill or other shipping documents provided by the carrier/transportation company. In that instance, the purchaser/recipient must file a claim directly with DHL. We will assist the purchaser/recipient with that process.

Limited Warranty: A manufacturer's limited warranty covers *part only unless indicated below* and is furnished from the date of purchase warranting the product to be free of material defect or workmanship as follows:

Plasma Cutters, Welders, and Multi-Purpose Welders (Coverage for Parts and Labor for 5-Years from the purchase date)

In the event of product failure or malfunction, the purchaser/recipient must contact LONGEVITY™ GLOBAL, INC. to obtain an RMA ("return or missing") number and a location of a designated repair facility. The welder, plasma cutter, multi-purpose unit or any other welding related equipment comes with warranty on all internal components. The *cables, power cord, hoses, case, paint, and consumables are not covered under warranty. The torch head, argon and air regulator, clamps are covered under warranty.* Packages that are not pre-approved for return, and that do not have an RMA number will be refused and returned to the purchaser/recipient at the purchaser's/recipient's own cost. The product must be returned in its original packaging, with all accompanying components. Repair or replacement of the defective product will be at our option. The repaired/replaced product will then be returned to the purchaser. LONGEVITY™ Global, Inc. will cover the return and replacement shipping charges (both ways) for domestic customers located in the lower 48 states who have units in need of warranty within and only for the first 30 days from the purchase date. After the 30 days from the purchase date, the "purchaser" shall be responsible for all shipping and handling costs of returning (both ways) the defective/faulty products for repair or replacement. Customer located outside the United States or in Alaska, Hawaii or Puerto Rico will have to pay shipping and handling charges both ways from the purchase date. We are not responsible for lost returns. The labor coverage only applies if the unit is serviced at our facility or one of our authorized dealers. We will not reimburse the labor if your wish to have a third-party or unauthorized repair technicians work on the product.

Welding Helmets (3-year limited warranty)

A 3-year limited warranty applies on all welding helmets against defect. Cosmetic damage, battery, and lens covers are not covered under warranty. If a product fails due to manufacturer failure, the buyer is responsible to cover shipping charges both ways within the 3 year period.

Generators (Coverage for Parts Only for 1-Year from the purchase date)

In the event of product failure or malfunction, the purchaser/recipient is responsible for locating a repair facility and paying all labor costs. If the repair facility determines that a particular part is needed to repair the generator, the customer must contact LONGEVITY™ GLOBAL, INC. to obtain the necessary part. LONGEVITY™ GLOBAL, INC. will ship the part to the repair facility at the customer's expense. LONGEVITY™ will cover the cost of the replacement part and the purchaser is responsible to cover the cost of the shipping charges for the part(s).

The repaired or replaced product is covered for *the remainder of your warranty period from the initial purchase date. Example: If you purchased a plasma cutter with a 5-Year warranty and you're your unit for repair after two years, you will still have one 1-Year on your warranty period.* Longevity™ Global, Inc will cover the shipping charges (both ways though our shipping account) if repaired or replaced product is not functioning properly or is faulty for *30 days after the confirmed delivery day of your replacement shipment.* Certain items that are subject to normal wear and tear are specifically excluded from this warranty. We shall not be responsible for faulty installation, operation or maintenance of the product and as such we recommend installation, assembly, repair and maintenance only by certified and qualified professionals. We reserve the right to require proof of same before honoring any parts warranty replacement/repair. Damage resulting from failure to use the product in a manner consistent with our/manufacturer's recommendations shall render the limited warranty void. This limited warranty specifically excludes any consequential and/or incidental damages.

Forum: We reserve the right to delete, ban, and prohibit any users from using our forums for whatever reason. In addition, we reserve the right to delete and remove any posts that we do not see suitable to the website. Profanity and misuse of the forums such as advertising will not be tolerated.

Suitability and Compliance: It is the responsibility of each purchaser to determine whether any particular product is compliant with and permissible for use pursuant to the applicable rules, codes and/or regulations, if any, in effect for the product's particular use and operation. We make no representations or warranties whatsoever concerning the suitability of any merchandise for a particular use or purpose. The details, specification and information provided herein are the full and complete information and data available with respect to each product. Do not assume the existence of any fact, data or information that is not expressly stated herein. We only warrant the information contained herein. If you purchase under certain assumptions which are not expressly stated herein, you purchase at your own risk and without

recourse to us.

Additional Policies: We reserve the right to make slight modifications necessary to the merchandise for product improvement. We may carry this product in colors other than the colors displayed herein. As such, we will ship according to color availability. All sales are final. Returns are not accepted under any circumstance. This transaction shall be governed by the laws of the State of California and any dispute arising thereof shall be subject to the exclusive jurisdiction of the San Francisco Superior Court. By purchasing this item, the purchaser/bidder acknowledges that he/she/it has read and agrees with all of the policies, terms and conditions stated herein. No modifications to the terms contained herein shall be valid unless in writing and signed by our authorized agent.

Returns: All sales are final. Returns are not accepted under any circumstance. To the extent we may be compelled to accept returns, they are subject to a minimum 15% stocking fee. The shipping and handling charges are non-refundable unless we have shipped the wrong product.

By entering this site/viewing this site, you acknowledge and agree that your use is at your own risk and that none of the parties involved in creating, producing, or delivering this site is liable for any direct, incidental, consequential, indirect, or punitive damages, or any other losses, costs, or expenses or any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, through the access to, use of, or browsing of this site or through your downloading of any materials, data, text, images, video or audio from this site, including but not limited to anything caused by any viruses, bugs, human action or inaction or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections.

Trademarks: LONGEVITY™ GLOBAL, INC., its model names such as "ForceCut™", "ArcMate™", "WeldMax™", "ArcForce™", "WeldAll™", "SpotMate™", "MigWeld™", "TigWeld™", "StickWeld™" and the stylized "LONGEVITY™" mark and logos, specific product designations, and all other words that are identified as trademarks and/or service marks are, unless noted otherwise, the trademarks and service marks of LONGEVITY GLOBAL, INC. in the U.S. and other countries.