



HydroSurge®
ANIMAL BATHING SYSTEMS

Sunbeam Products, Inc.

Equipment Usage Agreement

Superior Bathing Equipment & Shampoos

This Equipment Usage Agreement is subject to the Terms and Conditions outlined on the reverse of this form. Each signed equipment usage agreement is acknowledgement of the Terms and Conditions. The information required below must be complete and legible.

Congratulations on choosing the HydroSurge® equipment usage program to assist in your animal bathing needs! You will be using a combination of technologically superior bathing equipment and high quality shampoos to give animals a better bath in a shorter amount of time. Our system for bathing animals is so popular, our equipment usage program comes with a **100% Satisfaction Guarantee.**

Equipment Serial Number: _____

Equipment Usage Agreement:	
Business Name: _____	Phone: _____
Owner / Agent: _____	Fax: _____
Address: _____	City: _____
State: _____	Zip Code: _____ E-mail: _____
Please indicate primary business function (circle one):	
Veterinary	Grooming
Kennel	Other
I have read and agree to the Terms and Conditions on the reverse side of this form.	
_____ Signature	_____ Date
By signing below as the credit card holder, I accept responsibility for and authorize Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions to charge my credit card for any and all purchases made over the phone or through the website and/or any and all charges incurred under the terms and conditions of this Equipment Usage Program Agreement.	
A Jarden representative will contact you to collect your credit card information.	
_____ Signature	_____ Date

Better for You! Better for the Animals!

WHITE COPY - RETURN TO HYDROSURGE®

YELLOW COPY - RETAIN FOR YOUR RECORDS

Terms and Conditions of the Equipment Usage Agreement for the End User

- A) **Equipment:** Sunbeam Products, Inc. d.b.a. Jarden Consumer Solutions the maker of Hydrosurge® equipment ("Company") will provide the equipment ("Equipment") listed on the front page of this Agreement to you, the end user, ("End User") pursuant to this Equipment Usage Agreement ("Agreement"). The Equipment will be loaned to the End User free of charge, but shipping and handling charges of \$29.00 apply, and on a cost-replacement basis provided the End User fully complies with this Agreement, including, but not limited to, End User's purchase of not less than four (4) gallons of Hydrosurge® branded consumable soap and related products ("Products") per month; The End User has the option to purchase two (2) gallons of HydroSurge® branded products and pay a monthly program fee of \$19.90. Company may from time to time offer alternative purchase options at its sole discretion. The Equipment shall only be used for animal bathing and for no other purpose.
- B) **Auto-ship Program:** The End User agrees to participate in an auto-ship program and assumes responsibility for providing valid credit card information to Company and updating it accordingly.
- C) **Products:** End User agrees to use only Products with the Equipment. End User understands and agrees that if products other than the Products are used, significant and permanent damage to the Equipment could result and End User shall be responsible for such damage, including but not limited to the cost of servicing (\$299.00) or replacing the Equipment as set forth in Section E below.
- D) **Warranty:** The Company warrants that the Equipment will be free from defects in material and workmanship. The Company, at its option, will repair or replace this product or any component of the Equipment found to be defective. Replacement will be made with a new or remanufactured product or component. If the Equipment 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 party listed on the front page of this Agreement and is not transferable. The Company's dealers, distributors, service centers, or stores selling the Equipment do not have the right to alter, modify or any way change the terms and conditions of this warranty. This warranty does not cover damage resulting from any of the following: negligent use or misuse of the product, use on improper voltage or current, and use contrary to the operating instructions, use with consumable products other than the Products, disassembly, repair or alteration by anyone other than the Company or an authorized service center. Further, the warranty does not cover Acts of God, such as fire, flood, hurricanes and tornadoes. The Company shall not be liable for any incidental or consequential damages caused by the breach of any express or implied warranty. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose is limited in duration to the duration of the above warranty. Some states, provinces or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusion may not apply to the End User. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province. For warranty service please contact the Company.
- E) **Equipment Location:** End User agrees to only use the Equipment at the location listed on the front page of this Agreement, unless you provide written notification to the Company in advance of any relocation. Such notification shall include the new address of the Equipment. In the event that the End User relocates the Equipment without notifying the Company, this Agreement may be terminated for default.
- F) **Breach of Contract:** If End User fails to comply with this Agreement, the Company, without limiting any of its rights in law or equity may: (i) immediately terminate this Agreement and demand the immediate return of the Equipment at End User's expense; (ii) if the Equipment is not immediately returned by the End User, charge the amount the Company currently values the Equipment (\$995.00 as of February 3, 2010) to the End User; and (iii) charge any amounts as set forth herein to End User's credit card, including but not limited to the End User credit card listed on the front page of this Agreement. End User hereby consents to charges made to End User's credit card as set forth in this Agreement and agrees not to dispute same. It is the sole responsibility of the End User to provide to company with current, valid credit card information at all times. End user shall be charged the maximum legal rate on all payments not received by due date and shall pay of all Company's reasonable costs (including attorneys fees) of collecting any amounts unpaid.
- G) **Law/Disputes:** This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida without regard to the conflict of laws principles. Any disputes arising hereunder shall be settled by a single arbitrator in Boca Raton, Florida. End User consents to personal jurisdiction in Palm Beach County, Florida and agrees to be subject to the Florida Long Arm Statute for service of process.
- H) **Termination of Agreement:** Either party may terminate this Agreement upon written notice. Upon termination of this Agreement for any reason, End User shall return the Equipment, within thirty (30) days, to a location designated by the Company in as good a condition as when received by the End User, except for reasonable wear and tear. End User shall pack the equipment in a manner to avoid damage during shipment and ship the Equipment, freight prepaid and insured, via United Parcel Service or Federal Express, two (2) day delivery at the expense of End User unless the Company agrees otherwise. Should the End User choose to return the equipment, return shipment to the Company shall be made to a location designated by the Company. The End User is required to maintain proof of shipment in all cases. Lost equipment is the responsibility of the End User without proof of shipment and delivery.
- I) **Title to Equipment:** At all times the Company shall have absolute and clear title to the Equipment. At no time does title of the Equipment pass to End User and End User agrees not to permit any liens or encumbrances to be placed on the Equipment.

GLOBAL CREDIT APPLICATION

CUSTOMER INFORMATION*	SOLD TO NAME (party that places the order)		BILL TO NAME (party that receives the invoice for payment)	
	STREET		STREET	
	CITY, STATE, ZIP		CITY, STATE, ZIP	
	PAYER NAME (party that settles the invoice)		SHIP TO NAME (party that receives the goods)	
	STREET		STREET	
	CITY, STATE, ZIP		CITY, STATE, ZIP	
	*Your company may have an address which fulfills more than one role listed above. If multiple ship to locations attach listing.			
	INVOICING OPTIONS: PLEASE CHOOSE ONE (FAX OR EMAIL)		FAX:	EMAIL:
	FAX (if fax chosen please provide number)		EMAIL (if email chosen please provide address)	
	MONTHLY STATEMENT OPTIONS: PLEASE CHOOSE ONE		RECEIVE:	DO NOT RECEIVE:
IF RECEIVE OPTION IS CHOSEN PLEASE PROVIDE EMAIL ADDRESS:				
LEGAL REPRESENTATIVES:				
CREDIT INFORMATION	Sales Tax Exempt: <input type="checkbox"/> YES, (Provide State and State Tax Resale Number) _____ <input type="checkbox"/> NO, Taxable <small>Newell Brands must obtain a copy of the RESALE CERTIFICATE/ EXEMPTION LETTER within 3 BUSINESS DAYS, otherwise the account will be set as taxable.</small>			
	TYPE OF BUSINESS			
	CORPORATION	LLC	PARTNERSHIP	SOLE PROPRIETOR-SSN#
	ENTITY RESPONSIBLE FOR PAYMENT			
CONTACT NAME		TELEPHONE NUMBER	FAX NUMBER	
CREDIT REFERENCES	BANK NAME		TELEPHONE	FAX
	ADDRESS		EMAIL	
	CONTACT NAME		ACCOUNT #	
	TRADE REFERENCE NAME		TELEPHONE	FAX
	ADDRESS		EMAIL	
	CONTACT NAME		ACCOUNT #	
	TRADE REFERENCE NAME		TELEPHONE	FAX
	ADDRESS		EMAIL	
	CONTACT NAME		ACCOUNT #	
	TRADE REFERENCE NAME		TELEPHONE	FAX
	ADDRESS		EMAIL	
	CONTACT NAME		ACCOUNT #	
	ANTICIPATED SALES:			
	I (WE) grant permission for any person or reporting agency to furnish to Newell Brands all information which may periodically be requested. I understand credit terms and limits are at the sole discretion of Newell Brands and may be changed at any time.			
Signature: _____		Title: _____		
PLEASE FORWARD YOUR COMPLETED APPLICATION ALONG WITH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT, IF AVAILABLE. YOUR FINANCIAL STATEMENT WILL BE KEPT STRICTLY CONFIDENTIAL. THANK YOU FOR THIS INFORMATION.				

