

PART 1 | Instructions

Please fill out completely, provide all required documentation and email to info@interquip.net.
If you prefer, applications can also be faxed to (203) 322-2601.

PART 2 | Application

How did you hear about InterQuip? _____

Which InterQuip products are you interested in selling? CRUSHERS SCREENS CONVEYORS

PRIMARY INFORMATION

Company Name: _____ Fed Tax ID: _____

Physical Address: _____ City, State ZIP: _____

Mailing Address: _____ City, State ZIP: _____

Company Website: _____ Phone: _____ Fax: _____

Purchasing Contact Name: _____ Email: _____

Accounting Contact Name: _____ Email: _____

Paperless invoices and billing statements? No Yes Email: _____

DEALER PROFILE

Nature of Business (check all that apply): New Sales Used Sales Rentals Service

How many locations do you have? _____ Sales Reps? _____ Mechanics/Technicians? _____

Years in Business: _____ Tax Exempt? No Yes Resale Number: _____

(If YES, attach certificate with application)

BANK REFERENCE

Bank Name: _____ Account No: _____

Contact: _____ Email: _____ Phone: _____

TRADE REFERENCES

Vendor: _____

Account No: _____

Contact: _____

Email: _____

Phone: _____

SALES EXPERIENCE

Supplier: _____

Product: _____

Volume: _____

1. TERM & EFFECTIVITY.

- 1.1 This Agreement shall be valid for a period of one (1) year effective from the date of signing by BOTH parties.
- 1.2 Submission of signed Application by Dealer does not guarantee acceptance by InterQuip, and this Agreement shall be deemed effective only when a fully executed copy is returned to the Dealer by InterQuip.

2. RESPONSIBILITES OF DEALER.

- 2.1 Dealer represents the interest of InterQuip in an honest and professional manner and at no time misrepresents InterQuip's products and services to any third party.
- 2.2 Dealer does not engage in selling practices which are unfair, deceptive, misleading, or which misrepresents any aspect of InterQuip's product or service, or which unfairly misleads or induces an unwilling customer to make a purchase, or which are otherwise irresponsible or not sanctioned by InterQuip.
- 2.3 Dealer manages, trains and motivates a competent team of sales personnel to sell InterQuip's products, and to implement good customer service in accordance with the sales policies of InterQuip.
- 2.4 Dealer allocates a suitable sales and display area for the InterQuip products.
- 2.5 Dealer will set aside funds to engage in active marketing to promote InterQuip's products to Dealer's customer base.
- 2.6 Dealer shall hold InterQuip free from and harmless against any and all claims, losses or damages incurred by its agents or sales personnel; and shall be held liable and remain responsible for all their acts and omissions as fully as if they performed the act or omission themselves.
- 2.7 Dealer refrains from disclosing or in any way reveal, directly or indirectly, to any person or entity, details or other information contained in these terms and conditions between InterQuip and the Dealer.
- 2.8 Dealer abides to all governmental regulations in relation to the Dealer's regular business performance. (i.e., taxes, licenses, permits, etc.)
- 2.9 Dealer binds itself to purchase a a minimum volume yet to be negotiated before the end of this valid contract effective from the date of signing by both parties.
 - 2.9.1 *Attachment 1-A: Pricing Structure* will outline InterQuip's standard purchasing discount structure.

3. RELATIONSHIP

- 3.1 Dealer operates itself as an independent entity of and is not in partnership with or employ of InterQuip. No right has been given to the Dealer to enter into any agreement or commitment in the name or behalf of InterQuip or to bind InterQuip in any respect whatsoever. Neither shall anything contained herein or done in pursuance hereof, constitute the parties as legal representatives of the other for any purpose whatsoever.
- 3.2 As there exists no employer-employee relationship between the Parties, the Dealer, its agents and employees shall under no circumstances be considered as employees, agents, and representatives of InterQuip. Neither shall the Dealer make any representation, guarantee or warranty with respect to an InterQuip product or service.
- 3.3 InterQuip shall not be responsible for any negligence or default of the Dealer, its agents and employees, and Dealer will keep InterQuip indemnified against the same and all actions, proceedings, claims, demands, and expenses in relation hereto.

4. PAYMENT TERMS

- 4.1 Unless alternate terms are extended by InterQuip in writing after review of Dealer's Application, deposit payments with order and balance payments in full prior to shipment of orders are required by check, bank transfer or lender.

5. SALES INCENTIVES & EXCLUSIONS

- 5.1 Dealer binds itself to agree with and is entitled to receive purchase incentives based on reaching specific quantity levels of products ordered during the valid contract period.
- 5.2 The incentives will be based on the increased Dealer discount percentages given for future product purchases.
- 5.3 Unless otherwise agreed by InterQuip in writing, this is a non-exclusive arrangement, specific territories are not guaranteed, InterQuip reserves its right to authorize other Dealers in Dealer's region, state/province or locality, and Dealer is free to solicit and sell beyond its region, state/province or locality as the Parties see fit.
- 5.4 InterQuip will forward leads generated from its promotional efforts to Dealer in its area of capability, but retains the rights to directly service any sale or request at its own discretion directly or indirectly related to its promotional efforts.

6. ADVERTISEMENT AND PROMOTION

- 6.1 InterQuip shall provide sales materials and product brochures to the extent possible, to support the sale of its products.
- 6.2 InterQuip has an established Minimum Advertised Price (MAP) Policy that Dealer must follow for the advertising and promotion of InterQuip's products.
 - 6.2.1 *Attachment 1-B: MAP Pricing* will outline InterQuip's current published sales rates.
 - 6.2.2 All advertised prices must be at or above MAP for all InterQuip's products. Dealers are not required to list prices in advertising, but if a price is listed in an advertisement it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.
 - 6.2.3 Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of InterQuip's MAP Policy. Advertised price must always be at MAP or higher.
 - 6.2.4 Gifts with order, free shipping and/or handling, 0% sales tax, or financing promotions do not violate the MAP.
 - 6.2.5 This MAP policy applies to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.
- 6.3 Dealer shall not publish any advertisement which may mislead or deceive the public, or may be detrimental to the good name, trademark, logo, goodwill, or reputation of InterQuip and/or its products.
- 6.4 Any advertisement or promotion efforts using the name or trademark logo of InterQuip's products must have the prior approval of InterQuip.

7. AMENDMENT & RENEWAL

- 7.1 Any amendment, alteration or modification of this Agreement shall not be valid and binding unless and until issued in writing and signed by both parties hereto.
- 7.2 This Agreement shall be automatically renewed at the end of the term by mutual consent of both parties on an annual basis under the same terms and conditions set forth in this Agreement unless otherwise amended and agreed upon by either party in writing thirty (30) days prior to the expiration of the original term.
- 7.3 InterQuip reserves its right to change discount structures extended and published prices as necessary without notice. As and when such changes are made, annually at a minimum, *Attachments 1-A* and *1-B* will be reviewed and updated with each subsequent revision named *2-A* and *2-B*, *3-A* and *3-B*, and so forth.

8. **TERMINATION**

- 7.1 The contract is non-assignable, non-transferable and can be terminated by either party with or without thirty (30) days from date of receipt of written notice to the other party.
- 7.2 InterQuip may unilaterally terminate this Agreement if the Dealer violates any of its terms and conditions, changes the ownership or management of its business, engages in any unfair or unethical trade practices, or commits any fraudulent act.
- 7.3 Upon termination of this Agreement, the Dealer ceases immediately to represent, display, advertise, or promote any association with InterQuip and/or its products.
- 7.4 Dealer shall be accountable for outstanding payments due to InterQuip, if any, and must remit these payments in full.

9. **LEGAL PROVISIONS AND VENUE**

- 9.1 In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- 9.2 This Agreement shall be construed and interpreted under the Laws governing the State of Connecticut.

10. **SPECIAL REQUESTS FROM DEALER APPLYING**

- 10.1 Prior to final acceptance by InterQuip, the parties may choose to negotiate on the following additions, deletions or alternate terms as requested by the Dealer.

10.1.1 Only those negotiated terms recorded by InterQuip "Box 11" will become part of this Agreement.

Each Party represents that the person signing this Agreement has all right, power and authority to sign this Agreement on behalf of such Party:

FOR DEALER:

I hereby that the information contained in this application and all attachments hereto are true and correct to the best of my knowledge and authorize InterQuip USA LLC to check all information contained herein by whatever means appropriate. I understand that any falsification of documents, fraudulent information or misrepresentation will serve as grounds for nullification of this application and any subsequent agreement. Upon signing this Application, I also agree to the terms and conditions as stated in Part 3 of this form.

Signature

Printed Name, Title/Authority

Date Signed

FOR DISTRIBUTOR, INTERQUIP USA LLC:

[Box 11]

Signature

Karl Davies, Managing Director
Printed Name, Title/Authority

Date Signed