

**DEALER AGREEMENT**

THIS AGREEMENT, to become effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(hereafter called "Agreement") between – **Raymond Innovations, LLC DBA – Raymond Innovations** with its principal place of business at 235 E Idaho St, Rapid City, SD 57701 (hereafter called "Company", "Organization", and "Raymond Innovations" and

\_\_\_\_\_ (Dealership Name) (Indicate if Individual, Partnership or Corporation.) with its place of business for the sale of Company products covered by this

Agreement located at: \_\_\_\_\_

\_\_\_\_\_ (hereafter called "Dealer").

**I. PURPOSE**

This Agreement is to establish Dealer as a Dealer of Raymond Innovations with the non-exclusive right to sell the Company's Products (hereafter called "Products") in the trade and for sale area served by Dealer and to establish the responsibilities of the parties.

**II. TERMS OF SALE**

Upon acceptance by Raymond Innovations of a Dealer for Products, terms of purchase will be as set forth in this Agreement. Prices and terms for Products shall be those in effect on the date the Company accepts the Dealer order and/or agreement. All Raymond Innovations manufactured items are shipped from Raymond Innovations main location in Rapid City, SD. Company will have the right to change the Product offering and the terms and prices therefore at any time.

**Dealer agrees not to reproduce, reverse engineer, duplicate, or manufacture any Company Products produced or manufactured by Raymond Innovations. Dealer agrees to not engage in any action that would result in the duplication of Company Products for resell or manufacture by Dealer or another organization, company, person, etc. Dealer may not use Company products for the purpose of redesign for an alternative or substitute Product. Dealer agrees to not engage in any practice that would involve compromising Company market share or customer base due to redistribution, redesign, re-engineering, manufacturing, etc. of Company Product. Dealer agrees to not talk to, re-distribute, or provide any knowledge whatsoever to competitors, companies, and individuals within or outside of the manufacturing industry. All Company products should be held as trade secrets. Dealer is held accountable and punishable by law for any product ideas, photos, dimensions, etc. that are shared with competitors, and individuals, etc in an effort to re-create, resell, redistribute, or redesign Products. Dealer agrees to not compete against Company products.**

### III. CREDIT

The Company does not offer credit terms. Once a relationship has been established (6-12 months of ordering) the company may choose to offer Net 30 payment terms. Payments for goods will be by credit card, money order, check, and PayPal. Products do not ship until payment is received in full unless Net 30 payment terms have been setup. Personal checks have a ten day clear period.

### IV. WARRANTY

Company Products are sold subject only to the applicable Company standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Dealer is not authorized to assume, on Company's behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in such Company standard warranty. Dealer shall indemnify and hold Company harmless with respect to any Dealer representation beyond those in such Company warranty. COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR STRENGTH FOR A PARTICULAR PURPOSE.

### V. DELIVERY

Company shall not be responsible for failure to deliver Products on time or to fill orders when such delay or failure results from causes beyond Company's control.

### VI. RESPONSIBILITY OF DEALER

Dealer shall:

(A) Extend to Dealer's customers Company's applicable standard printed Product warranty which is in effect at the time of retail sale. Dealer understands that no other warranty is expressed or implied.

(B) Properly staff and train sales, service and parts personnel with respect to Products.

(C) Set up Products following Company's standard set-up instructions and explain proper operating and safety instructions to Dealer's retail customers, together with delivery of applicable written operating and safety instructions.

(D) Obtain written consent of Company if Dealer intends to open any additional business location for the sale or service of Products or for the purpose of displaying Products at any location other than the business location described above.

(E) Carefully store and care for all Products for which Dealer is indebted to Company under this

Agreement and protect same from damage or loss from any cause. If dealer is on Net 30 terms, dealer shall maintain insurance of the types, in an amount and non-cancelable without 10 days written notice to Company from the insurer, covering any such damage or loss, all satisfactory to Company.

(F) Encourage retail customers to use Company's original equipment parts (OEM) in the repair and replacement of Products in order to maintain the Products performance and high quality. Dealer shall not represent non-OEM parts as Company OEM parts.

(G) Inspect all Products immediately upon delivery and shall give written notice to Company within seven days of receipt of any claim that the Product does not conform to the terms of the order. If Dealer fails to give such notice, the Dealer shall be deemed to have accepted the Product and will be bound to pay in accordance with the terms of this agreement. Dealer expressly waives any right to revoke acceptance after the expiration of said seven day period.

**(H) Sell directly to the end user only. Dealer may not sell to other manufactures, resellers, wholesalers or retailers etc. All manufactures, resellers, wholesalers or retailers etc. requesting Raymond Innovations products, must be referred to Company.**

Company Agrees To:

(A) Sell Dealer the complete line of Company manufactured Products on the terms and conditions herein subject to such changes in such terms and conditions of sales as may be made from time to time within Companies sole discretion. Company reserves the right, at any time, to delete any Products from such catalog or to change the price(s) thereof as Company deems appropriate. Company also reserves the right to allocate its production and shipments at its discretion.

(B) Promote the Products covered by this agreement through various channels including trade shows, media, online, and direct marketing. Company may use all or one of the above mentioned promotion channels.

(C) Provide to Dealer upon request, a sufficient number of data sheets and/ or other promotional materials for the purpose of promoting the sale of the Products. If Dealer desires large quantities of data sheets or other materials for special promotions, Company shall use its best efforts to accommodate the Dealer, but may require the Dealer to pay for a portion or all of the costs involved.

(D) Make Products available to Dealer at the prices indicated on the most current dealer price list. Company reserves the right to provide different discounted prices to different dealers depending on their purchasing volume, frequency of purchasing, and financial relationship with the Company.

## VII. TERM

The term of this Agreement shall be for a period of one year, commencing on the effective date hereof.

This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other written notice of non-renewal not less than 60 days prior to the end of the

then current term or unless this Agreement is otherwise terminated as provided herein. Section II Terms of sale agreement shall be for a period of 25 years.

#### VIII. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than 60 days written notice given to the other party, provided that nothing contained herein shall prevent Company from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer, Dealer's failure to pay any amounts owing Company when due, Dealer's failure to hold proceeds of the sale of Products in trust for Company, or Dealer's failure to maintain satisfactory insurance with respect to Products. Upon termination for any reason, all amounts owed Company will become immediately due and payable.

#### IX. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use Company's name and trademarks in the normal course of distributing Company's Products and performing related services under this Agreement. Dealer agrees not to use Company's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and Company. Dealer may represent itself as an "authorized dealer" of Company, and, with prior approval of Company, may use Company's name and Product related trademarks on signs or other advertising or promotional material. Dealer's license to use Company's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by Company from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of Company and shall cease use of all Company names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a dealer of Company shall be removed or obliterated. Dealer may not misrepresent their organization as being the manufacture or producer of Raymond Innovations Products. There must be a clear distinction of Company sold Products that Dealer is the "authorized dealer" and not the manufacture or producer of Company Products. Dealer may use Company photos to show Products in the event that each photo has a watermark image of Company name and or Logo. Refer to Company website for complete list of trademarked names, logos, and images etc.

#### X. GENERAL

(A) Dealer is not an agent of Company nor is Dealer authorized to incur any obligations or make any representations on behalf of Company.

(B) This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.

(C) Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of Company.

(D) If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.

(E) No waiver by Company of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.

(F) All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by Company to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.

(G) Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all Agreements Company has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer. Otherwise, the previous agreement remains in effect and held liable to Terms of Sale in Section II.

(H) Dealer agrees that application of any provision of this Agreement or related documents, or any other change implemented by Company, if equally applied to all other similar Company dealers, shall not constitute a change in the competitive circumstances of Dealer.

(I) The Company reserves the right to deal directly with Government Departments and National accounts.

(J) This Agreement will be governed by the laws of the State of South Dakota.

#### XI. RETURN POLICY

Except as otherwise provided or noted in the terms and conditions on Company website at <http://www.raymondinnovations.com>. To return Product, you must call or e-mail Company @ 605-390-9771 or [info@raymondinnovations.com](mailto:info@raymondinnovations.com) to request a Return Authorization Form. Upon review, Company will return the request via e-mail with a RMA number. No return will be accepted without a RMA number. Include with your return your order number along with the approved RMA form. The RMA number must be clearly marked on the return label. All goods must be returned in new condition. All returns must be prepaid either by Company or Dealer according to terms and conditions in Company return policy. Company will refuse any item marked Freight Collect.

#### XII. RESELL

Manufactures and fabrication companies purchasing Product from Company are authorized to use Company Product in their systems, designs, and products etc. Manufactures and fabrication companies are authorized to sell their products as a complete system/kit with their respective company name,

logos, etc. when using Raymond Innovations Products in their design. For example, a manufacturing organization that has a signed dealer agreement with Company is authorized to use our products in their design and sell it under their company name using their logos etc. Dealers, manufactures, fabrication companies etc. agree to section II stating the Terms of Sale however that they will not reproduce and resell Company Products.

**XIII. ARBITRATION CLAUSE**

All claims and disputes arising under or relating to this Agreement and others with Company are to be settled by binding arbitration in the state of South Dakota or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Company also reserves the right to Discovery by Dealer or the party filing claim and or dispute against Company. Any such arbitration shall be conducted by an arbitrator experienced in the industry of manufacturing and power tools and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

**By signing below or accepting Dealer pricing you agree to all the above material**

(Dealer Name) \_\_\_\_\_

By \_\_\_\_\_ Signature \_\_\_\_\_

(print name)

Title \_\_\_\_\_

Date \_\_\_\_\_