



Dealer Agreement

Dealer Name: _____

HQ or Billing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____

Phone: _____ Email: _____

Web: _____ Helix Representative: _____

1. (If showroom dealer) Dealer agrees to floor the following Helix models, and ensure they are properly maintained and functional at all times:

2. 1st Year Sales Forecast: _____ 2nd Year Sales Forecast: _____

3. Upon receipt of a signed and approved dealer agreement, dealer may display Helix product images, MAP pricing, specs, and information on the internet as part of their overall marketing. In the event dealer violates map pricing, dealer will immediately forfeit and terminate its Helix authorized dealership, and all outstanding balances owed to Helix shall become immediately due and payable.

4. Dealer shall actively promote Helix products and agrees to use all marketing and merchandising materials provided by Helix. Dealer agrees to promote Helix lateral training in the manner explained via Helix marketing/educational materials and via in-person training delivered by authorized Helix personnel.

5. Regarding commercial sales, dealer, or their approved 3rd party, shall provide delivery, assembly, and service of all Helix products sold. If dealer uses a 3rd party, they must be pre-approved by Helix before providing assembly or service work on Helix products.

6. Dealer, or their assigned 3rd party (3rd party providers must be pre-approved by Helix) agrees to perform all required warranty repairs for Helix.

7. Dealer agrees to abide by all terms of the Helix service and warranty procedures (available separately).

8. Dealer agrees to pay per terms set forth by Helix. In the event any invoice is not paid per terms, Helix retains the right to pursue any and all remedies available at law or in equity, and Helix may decline to provide further credit to dealer, withhold shipments, or both.

9. Dealer shall promptly notify Helix of any infringement to Helix's patents, trademarks, or copyrights of which dealer becomes aware.

10. Either party to this agreement may, at any time, at their sole discretion and with or without cause, terminate this agreement. Termination must be delivered in writing. Termination shall be effective 30 days after notice of termination is given.

Dealer Name/Title: _____ Helix Representative: _____

Dealer Signature: _____ Date: _____

Helix Authorized Signature: _____ Date: _____

This agreement, signed by dealer and Helix representative, shall be either faxed (603-372-5868), or emailed (sales@helixco.com) for consideration. Agreement shall not be considered approved unless and until it has been signed by an authorized Helix corporate representative, and delivered back to dealer with said signature.