

**Contact Information:**

Full Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

State Tax ID #: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

**CONTACT  
DEALER@GRIMMSPEED.COM  
FOR OFFICIAL AGREEMENT FORM**

**Agreement:** GrimmSpeed and the Dealer (located at the address listed above) agree that the Dealer will act as an authorized Reseller for GrimmSpeed Products according to the following terms and conditions. This agreement is made as of the Effective Date as defined on the signature page.

- 1) **Appointment and Territory.** GrimmSpeed appoints the Dealer as an authorized, non-exclusive Authorized Dealer of GrimmSpeed Products during the term of this agreement.
- 2) **Responsibilities.** The Dealer agrees to the following: (a) promote the sale and use of GrimmSpeed products; (b) promptly and effectively respond to questions and service requests from customers and prospective customers promptly and effectively respond to questions and service requests from customers and prospective customers; (c) represent GrimmSpeed Products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the Dealer and GrimmSpeed or either thereof; (d) use the Intellectual Property only as permitted by GrimmSpeed; (e) refrain from questioning or challenging the rights claimed by GrimmSpeed or its Affiliate(s) in the Intellectual Property or assisting in any way any other(s) in doing so; (f) comply with all laws and all of the GrimmSpeed Policies; and (g) promptly and in timely fashion comply with whatever request may be made by GrimmSpeed or any or all of the Authorized Distributors relating to any law or expectation thereof or the modification or recall of any or all GrimmSpeed Products.
- 3) **Termination.** This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than thirty (30) days after such receipt for termination on other grounds (which may be with or without cause); or (c) as provided in Section 4(e)(ii) of this Agreement. Upon termination of this Agreement, the Dealer shall immediately cease all use of anything which would give the impression that the Dealer is an authorized dealer or representative of or for the Products or has any affiliation whatsoever with GrimmSpeed or GrimmSpeed Products (except only with respect to the Dealer's inventory of the Products at the time of termination).
- 4) **Terms.**
  - a. This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Dealer without the express written consent of GrimmSpeed. Each delegation, transfer or assignment by the Dealer without such consent shall be void. The relationship between GrimmSpeed and the Dealer shall be that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between GrimmSpeed and the Dealer or shall constitute or be deemed to constitute the Dealer as agent of GrimmSpeed for any purpose whatsoever. The Dealer shall have no authority or power to bind GrimmSpeed or to contract in the name of and create a liability against GrimmSpeed in any way for any purpose.
  - b. At any time and without prior notice: (i) GrimmSpeed may modify any or all of the GrimmSpeed Policies and (ii) any or all item(s) of the Products may change, in which case, the Dealer acknowledges and agrees that GrimmSpeed and each of the Authorized Distributors may without liability or penalty cancel all pending orders (even if accepted) from the Dealer for such changed item(s) and refuse to accept any new orders from the Dealer for such item(s). Except as otherwise expressly provided in this Agreement, each modification of the GrimmSpeed Policies shall be effective immediately, unless GrimmSpeed notifies the Dealer in writing of another effective date. GrimmSpeed's interpretation of each of the GrimmSpeed Policies will control.
  - c. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota without regard to that state's conflicts of laws provisions. Any and all disputes arising out of or relating in any way to this Agreement between the Parties (or the Affiliate(s) of either) shall be litigated at the trial level as a bench trial only in federal or state court in Minneapolis, MN. The Dealer, on behalf of itself and its Affiliate(s), hereby submits to personal and subject matter jurisdiction in such courts and agrees that neither the Dealer nor the Dealer's Affiliate(s) will contest venue.
  - d. Time is of the essence of this Agreement. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. GrimmSpeed shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. In no event shall GrimmSpeed be liable for consequential, incidental or