

## Hightekbikes Dealer Agreement 6/1/11

- 1. Sales to Authorized Dealers.** In order to qualify for dealer pricing, a business must be an authorized dealer. You will receive an email notification as to whether you have been approved as a dealer.
- 2. Canceling of Agreement..** Hightekbikes or the dealer may cancel this agreement at any time for any reason with 30 days notice.
- 3. Terms.** Authorized dealers may order motor kits and batteries for resale purposes only at the dealer prices in effect at the time of sale. The initial order is five kits. There is no minimum order after that. Payment for order is due prior to shipment. Payment may be made by credit card, paypal, or USPS money order.
- 4. Manufacturer's Suggested Retail Price.** All products should be sold at or above the MSRP. Dealers may advertise prices at or above MSRP but not below. Dealer may offer advertised sales twice a year for a period of two weeks each. Dealer may offer discounted pricing for package deals. MSRP will be specified in the most current dealer price list.
- 5. Physical Store.** Although not required, it is recommended to make sales from a physical location and have a floor sample for demonstration purposes. It is also recommended that internet sales be done from the Dealer's website store. Hightekbikes will setup a basic HTML based store at nominal cost to the Dealer. Auction sites, Craig's List and local classifieds are authorized.
- 6. Warranty Claims.** Dealer shall handle warranty claims from customers. Upon notification of a warranty claim, Dealer must inform Hightekbikes of the claim and take no action until it receives instructions from Hightekbikes. HTB will provide replacement parts and Dealer will be responsible for repairing the unit.
- 7. Customer Service.** Dealer shall provide professional service to purchasers and potential purchasers of Hightekbikes products. Dealer will provide the first layer of tech support to customers.
- 8. Independent Contractor.** It is understood and agreed that Dealer is an independent contractor and that Dealer is not an employee of Hightekbikes. As such, Dealer is not entitled to any fringe benefits, workman's compensation insurance, or unemployment compensation through Hightekbikes or under its name. Dealer does not have authority to enter into contracts or agreements on behalf of Hightekbikes.
- 9. Indemnification.** Dealer shall indemnify, defend, and hold harmless Hightekbikes from and against all lawsuits, liabilities, damages and claims arising from or in connection to the death or bodily injury of any person or the damage, loss or destruction of any real property in connection with the performance of this agreement by Dealer. The duty to indemnify will continue in full force and effect with respect to any claims based on facts or conditions that occurred before expiration or cancellation of agreement.
- 10. Safety and Liability.** Dealer agrees to provide proper instructions to customer in the safe installation and operation of products. All customers must sign a liability waiver at the time of sale, or if purchased online, the website must post the liability clause.

By signing this agreement, the Dealer acknowledges the legal issues as stated.

Signature of Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

Resale Number: \_\_\_\_\_