

RIGGING INNOVATIONS, INC.

Dealer Sales Agreement

This agreement is willfully and voluntarily made and entered into this _____ day of _____, 20__ between Rigging Innovations, Inc. (*RI*) and

_____ (*Dealership name*)

(*Hereafter known as the Dealer*) by _____ (name) on behalf of the dealership.

Philosophy

By becoming a dealer for *RI* we create a joint and mutual responsibility to conduct sound, honest and customer service oriented business. You expect us to provide you with sales support, on time product delivery and follow up service on our products. In return we anticipate, expect, and demand that you support *RI*, its products and its good name in the market place. In order to maintain a dealership "in good standing" with *RI*, *Dealer* agrees to:

- ◆ Generate the necessary volume of sales
- ◆ Support the company's good name and goodwill created by its products
- ◆ Maintain and adhere to the Suggested Retail Discount Policy outlined in this document

Contractual Relationship

Dealer is and shall remain at all times an Independent Contractor as defined by the I.R.S. *RI* assumes no and creates no liability, responsibility or commitment about the business of the *Dealer* with this contract.

Dealer Volume Performance

The performance of *Dealer* shall be reviewed annually to verify or update Dealer Category. Any change in Dealer Status will be in writing and will take effect 30 days after date of notification. There are three levels of Dealer Categories. The Dealer discount received is determined by your current level and can be viewed on the current Dealer Price List.

- LEVEL 1: \$5,000-\$9,999 annual sales
- LEVEL 2: \$10,000-\$14,999 annual sales
- LEVEL 3: \$15,000+

Service

Dealer is the first line of service to the customer for *RI*. As a team we shall satisfy all reasonable customer demands or requests. Dealer shall be the point of contact for their customers on delivery schedule, order modification etc.

RI shall replace free of charge any item found to be defective upon receipt of, and as a result of inspection by the Dealer. The item(s) shall be returned with written instructions as to defect to manufacturer's facility or as directed by manufacturer.

Purchase and Service Guarantee

Customer satisfaction is paramount at *RI*. By becoming a dealer you agree to honor that obligation and make it a company priority.

If a customer is dissatisfied with a product or no longer desires a product because of the information contained on the Orange Warning Placard, within 15 days of purchase they may be entitled to a refund of the purchase price. Refunds and exchanges are handled through the *Dealer* that originated the transaction, not directly with *RI*.

Before a refund can be issued to a *Dealer*, prior approval must be obtained from *RI*. The product in an un-used condition along with a statement outlining the cause from both the customer and the *Dealer* shall be returned to factory.

Pricing Policy

All dealers are free to price harness and container systems at whatever price they choose. However, Rigging Innovations, Inc. in its discretion, may not supply harness and container systems to dealers which *RI* believes will sell, have sold or will allow to be sold by sub-dealers, at a price below the Suggested Range of Retail pricing listed on *RI's* Dealer Price list.

All sales on *Dealers* behalf to sub-dealers create the responsibility that the Price Policy is adhered to by the sub-dealer. Violations by the sub-dealer pass upward to the *Dealer* and subject the *Dealer* to termination of shipments. To be considered a sub-dealer under this agreement *Dealers* purchaser must maintain a business license, a regular parachute equipment sales organization or other normal business tools. The final selling price, or the price that will or would be taxed at the state level must fall within the Suggested Retail Pricing. Any attempt to circumvent or avoid this policy will constitute grounds for termination of this contract.

RI will aggressively investigate, document and conduct research to ensure that this policy is maintained and the name and value of our products is preserved.

Suggested Pricing

PRODUCT MODEL	SUGGESTED DISCOUNT
Voodoo 2.0/Talon FS/Talon FX/Classic Pro 3.0	15%
Telesis Student Training System	15%
Genera	10%
P-124 Aviator Pilot Emergency System	10%

Demo Units

To qualify for demo equipment a dealer must have been or be in good standing for a period of six months or have met the minimum requirements of their Dealer Category. Demo policy does not apply to Telesis Student Training System or the P-124 Aviator Pilot Emergency System. *Dealer* may obtain one of each model of *RI* current product line for demonstration purposes at 50% off the suggested retail price. Cost of replacement *RI* demo units will be at the discretion of *RI* based on the *Dealers* sales performance.

Terms of Sale

All orders will be shipped COD or prepaid. Prepayment by personal check will be accepted with prior approval. Open account credit purchases are NET 20 and are contingent on credit approval. Any failure to meet payments on a timely basis will result in future orders being shipped COD or prepaid. All shipments are FOB factory.

Delivery

RI will make every attempt to maintain delivery within 10-12 weeks from receipt of order. *Dealer* will receive notification of any delay in delivery due to material shortages or special product selection. *Dealer* should check *RI* website for updated delivery times prior to placing an order.

Payment and Shipping Terms

All domestic COD's will be shipped UPS Ground unless otherwise requested. If the parcel is returned for refusal, non-delivery etc. or your check is returned NSF, your account will be charged and all future orders will require certified funds. There will be a \$25.00 charge for NSF check returns.

Foreign orders shall be prepaid in U.S. Dollars drawn on a U.S. Bank, Credit Card (Visa/MasterCard/American Express) or direct wire transfer with appropriate bank charges.

Unit Integrity

Each unit shipped to *Dealer* will be shipped complete with all subcomponents. These subcomponents must remain with their original unit and not be broken up. Any emergency occurrence that necessitates breaking down a unit must be forwarded in writing to *RI* with traceability information. *RI* does not authorize the substitution of non-OEM (Original Equipment Manufacture) parts on any *RI* product.

Returns

All items returned for credit must receive PRIOR APPROVAL or items will be returned and no credit shall be awarded. *Dealer* will pay a 20% restocking fee for any returned items.

Military Sales

Sales to bona fide Military or Government agencies are exempt from the Suggested Retail Pricing Policy. *RI* reserves the right to sell direct in its discretion to said agencies.

Amendments and Cancellations

RI reserves the right to update its dealer policy at any time. *RI* also reserves the right to discontinue or amend agreements or relations with any of its authorized dealers. If a Dealer Sales Agreement is terminated, *Dealer* agrees to sell back at the original invoice price any and all units in stock requested by *RI*. This does not constitute an obligation to repurchase but affords the opportunity if *RI* so desires.

Term of the Agreement

This contract shall remain in effect until the last day of the calendar year or until such time that it is cancelled by written notice. At that time a new contract will be offered if performance criteria have been met.

I understand and agree to the terms of this contract and willingly sign this document on behalf of:

_____ **(Dealership Name)**

_____ **Name (Principles only)**

_____ **Title**

_____ **Legal Address**

_____ **Telephone**

_____ **Telefax**

_____ **email – (Mandatory)**

_____ **SIGNATURE**

_____ **Date**