



RIGGING INNOVATIONS, INC.

Dealer Sales Agreement

This agreement is willfully and voluntarily made and entered into this _____ day of _____ 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 – a minimum of \$10,000 in annual sales
- Support the company's good name and goodwill created by its products
- Maintain and adhere to the Simplified Pricing Structure
- Keep account in good standing and adhere to the payment terms specific to your account

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

In order to keep the dealership in good standing, the dealer must generate a minimum of \$10,000 in retail sales per year. The performance of *Dealer* shall be reviewed annually to verify that the dealer has generated the sales necessary to keep their dealership in good standing.

Service

The *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 status, 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.

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.



Suggested Pricing

Please refer to the most current Simplified Pricing Structure (SPS) price list for pricing.

Customization

For customers who request highly customized containers (custom or unusual colors, excessive custom embroidery, etc.) payment in full must be received prior to issuing a production number for the container. On units that are highly customized, if the customer is unsatisfied with the container for any reason, the unit is sold as is and NO REFUND WILL BE PROVIDED.

Cancellations

The customer is allowed 30 days from the time that the order is received to cancel their order, free of charge. After 30 days, a fee of 50% of the retail price will be charged.

Making a change to an order

The customer is allowed 30 days to make changes to their order, at no charge. After 30 days, as long as the rig hasn't been scheduled for production, there will be a \$50 administrative fee for any changes. Once the rig has been scheduled for production, no changes can be made.

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, the Genera, or the P-124 Aviator Pilot Emergency System. Every three years, *dealers in good standing* may obtain one of each model of RI's current product line for demonstration purposes at 35% off the suggested retail price.

Terms of Sale

Orders will be shipped prepaid or on approved terms.

Delivery

RI will make every attempt to maintain the delivery time, as quoted on our website. 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

Prepayment by personal check will be accepted with prior approval. Open account credit purchases are NET 25 and are contingent on credit approval. Any failure to meet payments in a timely basis will result in future orders being prepaid prior to shipping. For a period of one year, new dealers will be required to provide a deposit of \$1000 per rig ordered and prepayment is required prior to shipping. At the end of one year, RI will review these terms. There will be a \$25 charge for NSF check returns. Foreign orders shall be prepaid in U.S. Dollars drawn on a U.S. bank. Dealers will be charged a 4% processing fee for credit card use. If payment is made via wire transfer, the dealer shall include an additional \$25 to cover bank fees charged to RI.

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

RI reserves the right to sell direct in its discretion to bona fide military or government agencies. *RI* offers a 25% discount to active duty, U.S. military or to those members who have retired within the preceding year. The discount is applicable only on sport contains (excluding the Genera). *RI* recommends that those customers utilizing the military discount deal directly with *RI*; however it is at the dealer's discretion if they would like to work directly with these customers. In the case of the dealer working directly with a military customer, the dealer is to use the pricing outlined in the SPS document, no additional discount will be given.

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
_____	Fax
_____	Email
_____	Signature
_____	Date