

Dealer Agreement

This agreement is entered into this _____ day of _____, 20____, by and between JJJ Specialty Co. and _____ (“Dealer”).

Agreement

In consideration of the mutual promise below, the parties agree as follows;

1. Dealer appointment

JJJ Specialty Co. appoints dealer as a nonexclusive authorized dealer for sale of JJJ Specialty Co. products in _____, and Dealer accepts such appointment subject to the terms and conditions set forth herein.

2. Dealer Sales Obligations

- 2.1 Dealer may sell JJJ products to any purchaser within the geographic territory where Dealer makes regular sales.
- 2.2 Dealer agrees to provide reasonable service to purchaser on all JJJ products.
- 2.3 Dealer agrees to a minimum purchase requirement of \$3,000 per year. Annual sales will be measured on a calendar year basis. The partial year in which this Agreement is signed will be prorated commencing with the effective date of this Agreement.
- 2.4 Dealer is free to determine the price at which it sells JJJ Specialty Products.

3. JJJ Specialty Co. Obligations

- 3.1 JJJ Specialty Co. agrees to sell products to Dealer at a discount of list price less 40% to include delivery.
- 3.2 JJJ Specialty Co. agrees to provide the Dealer with an updated catalog and agrees to maintain on a regular basis for each of its locations if there are more than one.
- 3.3 JJJ Specialty Co. agrees to provide the Dealer special programs and pricing throughout the year for product promotions.

4. Termination

- 4.1 Either party may terminate this Agreement without cause upon 90 days’ written notice to the other party.
- 4.2 JJJ Specialty Co. reserves the right to terminate this agreement for failure to meet the minimum purchase requirement.
- 4.3 JJJ Specialty Co. reserves the right to change the program any time with 30 day written notice.

JJJ Specialty Co.

By _____

Title _____

2050 E. Center Circle, Ste. 200

Plymouth, MN 55441

Dealer: _____

By _____

Address _____