



DEALER APPLICATION

Company Name: _____

Business Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Email Address: _____ Web Site: _____

Type Of Business: _____ Years In Business: _____

Owner(s): _____

Name Of Person Authorized To Make Purchases: _____

Federal Tax ID: _____

Circle One

Are you a central vacuum dealer, distributor or manufacturer?

YES NO

If YES above, list manufacturer brand(s):

Do you offer troubleshooting/repair services on central vacuum systems?

YES NO

If YES, how many outside service technicians do you employ?

Do you offer central vacuum accessories? (Y/N)

YES NO

Do you have a show room? (If YES, please provide interior and exterior photos)

YES NO

Approximately how many trade shows/home shows do you display at per year?

Do you advertise your central vacuum business?

YES NO

If YES, what forms of advertising do you use?

Do you have a preferred ground carrier for shipments?

UPS

FedEx

Least Expensive

Do you accept LTL shipments?

YES NO

In consideration for dealer approval, said business promises to pay for all purchases within the terms agreed. The undersigned represents that he/she has the authority to execute this agreement on behalf of the business identified.

NAME: _____ SIGNATURE: _____ DATE: _____

(Please print)

When completed, fax application and initial order to Wincor Inc. at (515)-327-8615

- **DEALER LEVEL PRICING** requires an order of one case
- **STOCKING DEALER PRICING** requires an order of three cases, plus one counter display
- **PREMIER DEALER PRICING** requires an order of 15 cases, plus one stand up display and one counter display



Specializing in tools and services for the central vacuum industry

10972 Lincoln Avenue
Clive, IA 50325
Phone: (515)-327-9131
Fax: (515)-327-8615
Toll-Free: 800-956-5170
Email: customerservice@wincorinc.com
Web Site: www.wincorinc.com

DEALER POLICIES AND PROGRAMS

The policies and program details outlined below will govern the relationship between the reseller (herein referred to as "Dealer") and Wincor Inc. (herein referred to as "WINCOR")

Dealer Qualifications

- Dealer shall be an independent central vacuum dealer having knowledge of, and being actively involved in, the troubleshooting and servicing of central vacuum systems.

Purchasing/Inventory Standards

- Dealer is required to meet minimum quarterly purchase requirements of WINCOR products in order to maintain established pricing levels.
- Dealer agrees to maintain an in-stock supply of product that is deemed sufficient to meet customer demand.

Covenant Not To Compete

- Dealer shall not, during his/her relationship with WINCOR as a dealer and distributor of central vacuum accessories and for two (2) years thereafter, sell, offer for sale, distribute, manufacture, or provide central vacuum goods or accessories in competition with WINCOR products.
- If Dealer breaches this non-compete section of the Agreement, WINCOR shall be entitled to enforce the same by injunction in equity, in addition to any other remedies which WINCOR may have. Dealer acknowledges that this non-compete section is reasonable in scope and duration and is necessary in furtherance of the interests of WINCOR. However, if any court determines that the scope or duration is too broad, then such provision shall be reformed to the maximum extent permitted by applicable law.

Dealer Improvements, Inventions, Works of Authorship and Related Matters

- Dealer acknowledges that he/she may make, create or conceive of improvements to WINCOR's goods during the course of Dealer's relationship with WINCOR. Dealer hereby assigns to WINCOR all rights, titles and interests in any such improvements, including, without limitation, all patent, trade secret, trademark, service mark, trade dress, copyright and other intellectual property and similar or related rights.
- During the term of Dealer's relationship with WINCOR and for one (1) year thereafter, Dealer shall promptly disclose in writing to WINCOR all such improvements made, created or conceived by Dealer solely or in concert with others.
- Dealer shall, at WINCOR's request and expense, execute specific assignments to any and all such intellectual property and other similar or related rights and execute, acknowledge and deliver such other documents and take all such further action as may be requested by WINCOR, at any time during or subsequent to the period of Dealer's relationship with WINCOR, to obtain, procure, prosecute, transfer, assign, enforce, or defend any and all national or international intellectual property and/or other similar or related rights assigned hereby to WINCOR.

Display/Promotional Standards

- Dealer agrees to display and demonstrate a representative quantity of product at each of its locations, utilizing point-of-sale displays and other signage as provided by WINCOR.
- Dealer agrees to display WINCOR product(s) at area trade shows, home shows and other similar events as warranted for mutual benefit.
- Dealer agrees to put a web link (to either www.tornadocloth.com or www.wincorinc.com) on its own web site for customers to learn more about WINCOR products and services.
- WINCOR agrees to display all active dealers on its web site at www.wincorinc.com. Information displayed will include email address, web site address, phone number and other information as supplied by the dealer and agreed upon by WINCOR. (see examples at www.wincorinc.com)

Technical Support

- WINCOR agrees to provide its dealers with multiple means of contact for questions regarding any of its products or services, including phone (toll free 1-800-956-5170), email (info@wincorinc.com), and web site (www.wincorinc.com).
- WINCOR commits to improving upon its existing line of products, as well as offering its dealers new products as they become available.

Other

- This copy of WINCOR dealer policies and programs, dated and effective 22 June, 2006, supercedes any earlier documents or statements regarding the relationship between WINCOR and Dealer.
- These policies are subject to change without notice, at the discretion of WINCOR.