

# DISTRIBUTION INTRODUCTION

**Dear JetChill Dealer Applicant:**

Welcome and thank you for choosing JetChill products. JetChill is committed to the success of each of our authorized dealers. Through you, we provide your customers with quality products that will give years of dependable service and lasting value.

JetChill is looking for a long term dealer relationship and we have found that in pre-screening dealers we are able to build this relationship and protect our authorized dealer's hard work in the process. **We have found that this screening eliminates the casual one time buyers. The normal procedure is for the applicant to fill out and email the application to us. We then will approve or disapprove the application.**

Upon approval a representative will contact you with wholesale prices and further information to set up an account with us. Normal time for application approval is one week; this may be expedited according to the promptness in which we receive your application with all appropriate information submitted.

Thank you again for your interest and we look forward to working with you.



Robert Flunder & Colin Myers  
Founders of JetChill Ltd

***Please mail to: [robert@jetchill.com](mailto:robert@jetchill.com)***

- 1. Completed and signed Dealer Application***
- 2. Authorized and signed Dealer Agreement***

# **DISTRIBUTION APPLICATION**

1). Name of company:

Company Tax Code:

Activity area:

Web site:

2). Purchasing information:

Address:

Postcode:

Telephone:

3). Shipping address (if different from above):

Address:

Postcode:

Telephone:

4). Date your company started working:

5). Contact person:

Position:

Telephone:

E-mail:

6). What is your personal interest in distributing our products?

7). What methods do you use to promote your products to potential customers?

8). Do you participate in trade shows? Which ones?

9). Do you frequently purchase products from other manufacturers or distributors?

A). Name \_\_\_\_\_ Since \_\_\_\_\_

B). Name \_\_\_\_\_ Since \_\_\_\_\_

C). Name \_\_\_\_\_ Since \_\_\_\_\_

# **DISTRIBUTION APPLICATION**

10.) Do you export your products? In case you do, to which countries? How often?

11.) Do you receive information pertaining to the products you distribute? In case you do, how often?

12.) Do you commercialize your products to your customers through events? In such case, how often?

13.) Do you have a showroom?

14.) Is your web site a purchasing tool?

15.) Do you employ a qualified engineer?

***Signature:***

***Date:***

# DISTRIBUTION DEALER AGREEMENT

## **Publicity / Use of our name**

JetChill is the legal owner of the images and trademarks of JetChill's products, and as such has the legal right to control the places and price ranges that its products are advertised. You can not create, publish, distribute, or print any material that makes reference to JetChill or use our name or any of our trademarks, for any marketing or promotional materials, whether print, broadcast or electronic, without first submitting such material to JetChill and receiving our written consent. JetChill has the legal right to refuse to sell, or allow any or all of its trademarked products to be sold to anyone who in JetChill's opinion may cause any harm to the image or marketability of its products.

## **Relationship of Parties**

Dealers are "independent businesses" and are not considered to be employees or any form of direct agents of JetChill. As an independent business you are in no way authorized to represent or to make claims on behalf of JetChill directly, written, or otherwise expressed, without previous permission of JetChill.

## **Modification**

We reserve the right to modify any terms and conditions contained in this Agreement at any time. Dealers may terminate this association with JetChill at any time, and JetChill may terminate your dealership at any time, with or without cause.

## **Confidentiality**

Each of the parties hereto agrees to keep confidential all information including, without limitation, the terms of this Agreement, terms of the MAP policy, business and financial information, product designs, customer and vendor lists; and pricing and sales information, concerning us or you.

## **Dealer Policies**

General sales conditions (for export only)

## **Orders**

Orders must be placed by e-mail, indicating the customer dates and reference for each article and adjust the units per box in the references sheet.

## **Prices**

Prices and conditions of sale are subject to changes without prior notice and prices for each order will be those in effect at the time of shipment. For large amounts or special orders, please contact us.

# DISTRIBUTION DEALER AGREEMENT

## **Invoicing**

The goods are invoiced according to the current price on the delivery date. The prices are EXW UK. If a proforma invoice is required, it will be valid for 15 days from the date of issue.

## **Payment**

All payments must be made in advance by bank transfer. We won't accept any bank transfer charges in the payments.

## **Complaints**

Complaints must be made within 2 days of receiving the goods; no returns will be accepted unless fully justified and with JetChill's consent. The goods returned must be in good condition and unused. All returns must be carriage paid. In case of error on our part, the cost will be added to the bill for repayment of transport expenses paid by the purchaser. The customer must check the state in which the goods are received. In the event of any defect, he should make the corresponding claim to the shipping company and state it on the delivery note. The act of placing an order will entail acceptance of our sales conditions. In the event of litigation, only the courts set by JetChill will be competent.

## **Guarantee for the appliances**

All our appliances have a one-year guarantee.

## **Revisions**

JetChill shall have the right to discontinue selling any product or to alter or revise specifications, packaging or design from time to time.

## **Delays in shipment**

JetChill will endeavour to make shipments within a reasonable time, (please allow a 3 week lead time) but shall not be liable to the Retailer for any damages, whether incidental, consequential or otherwise due to shipment delays.

## **Loss in transit**

Claims of errors in shipment due to JetChill must be presented to JetChill within 2 days of the delivery of said shipment. Any damage or loss of the goods is to be noted down on the shipping receipt upon delivery. Once you receive the products and should you notice a mishandling damage, broken items, package being wet, open, etc. or should the number of packages not match those indicated in the receipt, this should be indicated in the carriers receipt slip. This easy but important step will cover you when losses or damages occur to your products. JetChill won't be responsible for said damages or losses during shipment. If you want to contract an all-risks shipping insurance, notify JetChill upon placing your order.

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## **Commercial sales area**

Distributors will only be allowed to sale within the country of his company registration. Although, if in isolated occasions you are required to sale outside your jurisdiction, you must inform JetChill to make sure no other provider has the exclusive of such area.

**All orders subject to final acceptance by JetChill.**

***Company Name:***

I/We agree to abide by the above requirements and restrictions.

***Name:***

***Signature and Stamp:***

***Date:***