



560 South 100 West Suite 1 Provo, UT 84601 Fax 801-371-8604 Phone 801-9371-8626

DEALER AGREEMENT AND SALES POLICY

- 1) It is Carriage House Mill's objective to select qualified accounts that will market its cabinets and furniture in adherence to this sales policy and other Carriage House Mill policies and procedures established from time to time.
- 2) DEALER shall display all product lines requested by Carriage House Mill at approved DEALER locations and actively promote the sale of Carriage House Mill products.
- 3) Carriage House Mill reserves solely to itself the decision to select or terminate any particular account.
- 4) DEALER shall provide prompt, efficient, and satisfactory service for Carriage House Mill products and shall maintain adequate service and repair capability in order to represent all Carriage House Mill products.
- 5) DEALER shall prominently display and utilize Carriage House Mill's trademarks, trade names, and other brand indicia on DEALER's place(s) of business and other appropriate places.
- 6) DEALER shall make sure that all trademarks, trade names, patent notices, and other information specified by Carriage House Mill from time to time appear on or with the Carriage House Mill products at the time they are resold.
- 7) DEALER shall comply with Carriage House Mill's terms of sale established from time to time. Such terms are available by calling 1-801-371-8610.
- 8) Carriage House Mill's information, practices, pricing and procedures are confidential information and DEALER agrees not to disclose them to any third party without Carriage House Mill's written consent.
- 9) Carriage House Mill retains the right to market its products as it deems necessary. A primary trading area and sales goals may be assigned to DEALER and can only be amended by Carriage House Mill.
- 10) DEALER shall concentrate its best efforts for sales and marketing activities in these assigned primary trading areas.
- 11) Each DEALER must determine its own business policies as it sees fit. If the DEALER believes that policies set forth in this statement are unsuited to its business, it may cease doing business with Carriage House Mill.
- 12) For Carriage House Mill's part, where a DEALER acts in a manner Carriage House Mill believes to be detrimental to Carriage House Mill's business or for any other reason Carriage House Mill thinks sufficient, Carriage House Mill reserves the right upon such notice as it deems reasonable, to decline to do further business with DEALER.
- 13) Any controversy, claim, or dispute between Carriage House Mill and DEALER will be decided by arbitration in Utah in accordance with the rules of the American Arbitration Association.
- 14) Carriage House Mill has complete and exclusive right and title to, and exclusive interest in, the Carriage House Mill name, products, literature, and price lists.
- 15) Either party may terminate this agreement by giving the other party 30 days prior written notice, with or without cause.
- 16) This agreement shall be governed by the laws of the State of Utah without giving effect to conflict of law principles. This is the complete agreement regarding our understanding and may only be modified by a written agreement signed by both parties.
- 17) Carriage House Mill's failure to insist on performance of any term or condition or to exercise any right or privilege here included shall not thereafter waive any such term, condition right or privilege.

DEALER:

By: _____ Date: _____
Authorized Signature

Title: _____

Company: _____

DBA Name: _____

City: _____ State: _____ Zip: _____