

SIMPLE PUMP RETAIL DEALERSHIP TERMS AND CONDITIONS

1. SELLING RETAIL

As a retail-level dealer of Simple Pump Co., LLC products, your company:

- a. Sells Simple Pump products RETAIL to end-users.
- b. May NOT sell Simple Pump products wholesale to other businesses for them to retail.
- c. Operates without exclusive territory.
- d. Has no minimum sales quota.
- e. Does not have to hold stock but may do so.
- f. Acts at the first point of contact in all post-sales support.

2. DISCOUNT LEVELS

- a. Graduated discount levels
 - i. Every dealer receives the Standard dealer discount of 25% off MSRP upon acceptance as a Simple Pump Retail Dealer.
 - ii. If the dealer purchases more than \$100,000 in a 12-month period, that dealer will receive a discount of 35% off MSRP for the next 12-month period.
 - iii. To retain the 35% discount a dealer must maintain a rolling sales total greater than \$100,000 for the previous 12 months.
- b. Stocking discount
 - i. A dealer will receive a stocking discount of 35% off MSRP at any time with an order of at least \$19,500 MSRP. (\$12,675 net to Simple Pump after the 35% discount.)

3. PAYMENT

- a. Dealers are invoiced Net 15.
- b. Preferred payment is by Check.
- c. Credit card payments will reduce your dealer discount by 3%.

4. PRICING POLICY

- a. No dealer may advertise Simple Pump pricing below listed MSRP. (This protects your work marketing the Simple Pump. No Web business can take sales off you just by advertising a lower price.)
- b. Any language implying a price lower than MSRP is not permissible (e.g., "Best Price", "Will beat any quoted price by 10%", "Lowest Price", "Discount", "Sale" or any other similar term.).
- c. There are two permissible exceptions:
 - i. SALES TAX: You may advertise in the following manner, "We pay the sales tax for in-state purchases". I.e., this is NOT advertised as a reduction on the price of the Simple Pump.
 - ii. PAYING WITH CASH: Cash payments (or cash equivalent - e.g., money order, check, bank draft) may be discounted at a rate equivalent to credit card charges.

5. RETURNS

- a. Circumstances required a pump return are extremely rare. If you have had a return, we recommend you keep the pump until your next customer.
- b. If returning to Simple Pump, please note:

- i. The dealer is responsible for return shipping costs.
 - ii. Any parts with tool marks, scuffs or shipping damage are NOT eligible for refund.
 - iii. Parts eligible for refund will be subject to a restocking fee up to 20%.
6. **MARKETING**
 - a. Your company may utilize Simple Pump Co.'s name, trademarks and logos within your online and offline marketing and sales materials and presentations.
 - b. Any such use MUST present the Simple Pump as a product sold by your company.
 - c. This use MUST NOT create the impression of, or present a business identity as being part of or a division of SimplePump Co., LLC.
7. **WARRANTY**

Simple Pump's products are warranted for supported applications. For details, see <https://simplepump.com/warranty-and-return-policy/>.
8. **INDEMNIFICATION**
 - a. **SIMPLE PUMP CO.**

Simple Pump Co. will hold your company harmless from any loss or claim arising out of inherent defects in any of Simple Pump Co.'s products provided that your company gives Simple Pump Co. immediate notice of any problem or warranty claim and cooperates fully with Simple Pump Co. in handling the issue.
 - b. **YOUR COMPANY**

Your company will protect Simple Pump Co. and hold Simple Pump Co. harmless from any loss or claim arising out of the negligence or inaccurate communication by your company, its agents, employees or representatives, in the representation or warranty made with respect to Simple Pump Co.'s products.
9. **TERMINATION OF DEALERSHIP**

Simple Pump Co. may terminate your company's dealership for any of the following events:

 - a. Failure, for any reason, to comply with Simple Pump's ordinary practices such as, but not limited to, communication by email and submission of quote queries through the prescribed form.
 - b. Failure to pay invoices by the invoice due date.
 - c. Selling Simple Pumps as a wholesale distributor to other businesses.
 - d. Acting in an unprofessional, inappropriate, or unethical manner.
 - e. If your company is the subject of a proceeding in bankruptcy, placed in receivership, or enters an arrangement for the benefit of your creditors.
 - f. Conviction in a court of competent jurisdiction of your company, or of a significant partner, principal officer or major stockholder of your company, for any violation of law that, in Simple Pump Co.'s opinion, could affect adversely the operation or business of your company, or the good name, goodwill, or reputation of Simple Pump Co.
 - g. Neither party shall be liable to the other for any damages, losses, or expenses related to the termination of dealership.
10. **LIMITATION OF LIABILITY**

In no event shall either party be liable for any special, indirect, or consequential damages including without limitation, lost business, or lost profits, whether foreseeable or not, even if a party has been advised of the possibility of such damages, arising out of or in connection with the performance or non-performance of any services.