



Dealer Agreement Schedule 1 - Distributors

The following constitutes written permission by Wimberley for the Dealer to sell Wimberley products to other retailers (hereafter known as *Sub-dealers*) for the intent of resale as specified in Section 2.6 of the Wimberley Dealer Agreement.

Distributors (Dealers who resell to Sub-dealers) are expected to perform the following functions:

- Sell Wimberley products to retail stores in their region*. These stores will be known as “Sub-dealers”. Sub-dealers are expected to provide a high degree of customer service and support for the Wimberley product line, and they are also expected to follow all Wimberley Dealer Agreement guidelines for resale of Wimberley products.
- Create a “Sub-dealer wholesale” pricing structure for resale to Sub-dealers**. All Sub-dealers should pay a fair and equal “Sub-dealer wholesale” cost for Wimberley products. “Sub-dealer wholesale” pricing should allow the Distributor to make a fair profit and cover import and handling costs; however it should not be excessive. See Table 1 in *Distributor Pricing Guidelines* for details.
- Create a market-appropriate retail pricing structure for all Sub-dealers to follow that will allow Sub-dealers to make a fair profit after covering inventory costs. See guidelines for retail pricing of Wimberley products outside the USA*. See Table 1 in *Distributor Pricing Guidelines* for details.
- Act as the sole contact to Wimberley for placing purchase orders, managing inventory and requesting product information for all Sub-dealers.
- Extend the Warranty found at www.tripodhead.com/for-dealers-info.cfm to the End Users of Sub-dealers. Collect all information required by Wimberley for Warranty claims and submit to Wimberley for replacement or repair on the provided *Service Request Form*.
- Provide repair support to Sub-dealers. Collect information required by Wimberley on the *Service Request Form*, complete the form and submit it to Wimberley for parts replacement or repair.
- Monitor each Sub-dealer’s adherence to the terms of this Dealer Agreement. Revoke Authorized Dealer Status if necessary and stop future sales of Wimberley products to Sub-dealers who do not adhere to the terms of this Agreement.
- Monitor each Sub-dealer’s level of customer service and product support.

*While it is not our normal practice, Wimberley reserves the right to sell and market directly to End Users, Dealers or Sub-dealers in the same sales area as the Authorized Distributor, especially if the Distributor fails to perform the functions outlined above.

**If the Distributor is also a retail seller: The retail Distributor should not price Wimberley products for sale to Sub-dealers such that the Sub-dealer has to mark up the product’s final sale price to an unreasonable amount above the Distributor’s own “retail” price in order to make a fair profit. Wimberley reserves the right to request the following information about Sub-dealers: company name, website and location relative to the Distributor; service level provided to customer by Sub-dealer as defined by Wimberley; Sub-dealer wholesale and retail prices for Wimberley products as outlined by the Distributor. For details, see Table 1 in *Distributor Pricing Guidelines*.

I, the undersigned, have read Schedule 1 and the Guidelines for Pricing Wimberley Products, and agree to the above Terms:

Dealer Representative’s Signature: _____

Print Name: _____

Date: ____/____/20____ (mm/dd/20yy)