



2019

KUMHO TIRE
Better, All-Ways

■ ASSOCIATE DEALER ENROLLMENT FORM AND AGREEMENT

ASSOCIATE DEALER INFORMATION

Each Associate Dealer location must fill out a separate enrollment form.
Please attach a photograph of each location.

DEALER LOCATION NAME					
DBA NAME					
FEDERAL TAX ID NUMBER					
DEALER STORE ADDRESS					
P.O. BOX					
CITY		STATE		ZIP	
PHONE			FAX		
E-MAIL					

DIRECT DEPOSIT ENROLLMENT (OPTIONAL)

Please consider direct deposit as an alternative to receiving your Premium Fuel rebate checks via the U.S. Postal Service. Direct deposit gives you faster access to your funds, and payments never get lost. Enroll in direct deposit by filling out the information below and attaching a **voided check** with *matching business information*.

☐ I hereby authorize Kumho Tire USA, Inc. to send quarterly Premium Fuel Rewards via direct deposit to the account specified below.

ACCOUNT HOLDER'S NAME					
NAME OF BANK					
BANK ROUTING NUMBER					
BANK ACCOUNT NUMBER					
BANK ACCOUNT NUMBER					
BANK ADDRESS					
E-MAIL FOR DEPOSIT CONFIRMATION					



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ASSOCIATE DEALER AGREEMENT/APPROVAL

As a participating Premium Fuel Associate Dealer, I agree to all terms and guidelines of the Premium Fuel Associate Dealer Program. I understand that enrollment in Kumho's Associate Dealer Program can be revoked at any time if I am unable to maintain said terms or guidelines. I understand that Kumho has the right to change and/or revise said terms and/or guidelines at its discretion.

APPLICANT NAME (PRINT)

APPLICANT (SIGNATURE)

DATE

DESIGNATED DISTRIBUTOR INFORMATION

Only units purchased from a designated Distributor count toward program requirements and Rewards payment calculations.

DISTRIBUTOR NAME

KUMHO BILL-TO ACCOUNT NUMBER

DISTRIBUTOR ADDRESS

CITY

STATE

ZIP

DISTRIBUTOR SALESPERSON

PHONE

FAX

DISTRIBUTOR SALESPERSON E-MAIL

DISTRIBUTOR AGREEMENT/APPROVAL

As a participating Kumho Distributor, I agree to all terms and guidelines of the Premium Fuel Program. I understand that enrollment in Kumho's Associate Dealer Program can be revoked at the conclusion of each calendar year if this location is unable to maintain said terms and/or guidelines. I understand that Kumho has the right to change and/or revise said terms and/or guidelines at its discretion. I understand that my Distributor location will be responsible for reporting all units and purchase costs for the above-named Associate Dealer.

DISTRIBUTOR SALESPERSON SIGNATURE

DISTRIBUTOR PRINCIPAL/SALES MGR SIGNATURE

DATE



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1. RECITALS

- A. Kumho distributes Kumho-brand automobile and truck tires and related products ("Products") through a dealership network established across the United States. Distributor is an Authorized Kumho Distributor of the Products.
- B. Kumho has a program in effect called the "Premium FUEL Associate Dealer Program," as sells Products through sub-dealers who are named as "Authorized Associate Dealers." Under the Program, Kumho provides to Authorized Associate Dealers certain marketing, promotion and related services.
- C. Distributor and Associate Dealer desire that Kumho appoint Associate Dealer as an Authorized Associate Dealer, and Kumho is willing to effect such appointment on the terms and subject to the conditions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

2. APPOINTMENT

- A. For the term of this Agreement, Kumho hereby appoints Associate Dealer as non-exclusive Authorized Associate Dealer of the Products.
- B. Associate Dealer hereby agrees for the term of this Agreement to use its best efforts to advertise, promote, solicit customers for, sell and service the Products, and to perform all other obligations, including sales requirements, as may be required by the Program from time to time. Kumho hereby agrees for the term of the Agreement to use its reasonable best efforts to support and assist Associate Dealer in the promotion, sale and servicing of the Products in accordance with the Program. Kumho shall have the right to alter, amend or terminate the Program at any time in its sole discretion upon giving written notice to Dealer and Associate Dealer.
- C. Dealer understands, acknowledges and agrees that Kumho shall retain the absolute right to designate other persons as Authorized Associate Dealers without regard to the geographical relation between the sales locations (as hereafter defined), and the business locations of such persons.
- D. Kumho and its affiliates shall retain the sole and exclusive right to the trademark "Kumho," and any and all other trademarks, trade names and other intellectual property rights appurtenant to the Products. Associate Dealer will not use or display any such mark or name for any purpose other than promoting or advertising the sale or use of Kumho Products. Upon termination of this Agreement for any reason, Associate Dealer immediately will cease using or displaying all Kumho trademarks and trade names.

3. WARRANTIES

- A. Associate Dealer understands that Products bearing the Kumho brand name and D.O.T. number are warranted according to applicable Kumho warranties (the "Warranties"). Associate Dealer agrees to display all Warranties according to Kumho policy and all applicable federal and state laws. Associate Dealer shall not modify the terms of any warranty.
- B. Warranty claims shall be processed and settled in accordance with Kumho Warranty procedures as established by Kumho.
- C. Distributor locations will perform warranty adjustments for Kumho replacement tires presented by Kumho customers.



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4. ADVERTISING AND PROMOTION

- A. Associate Dealer shall ensure that sales locations are identified at all times during the term of this Agreement by prominent display of properly maintained Kumho signs and other Kumho point-of-sale materials supplied to Associate Dealer by Kumho.
- B. Advertising and promotional items must be current and meet Kumho Tire standards.

5. DURATION OF AGREEMENT/TERMINATION

- A. This agreement shall become effective when signed by Associate Dealer, Dealer authorized representative and an officer of Kumho, and shall continue in full force and effect for so long as Dealer is an authorized Kumho Dealer unless terminated as provided herein.
- B. Notwithstanding the provisions of Section 6(a), this Agreement may be terminated by either party at any time without cause upon 60 days prior written notice. Such right of termination shall be absolute.
- C. Associate Dealers must remain enrolled with their selected Kumho Distributor for a minimum of a 12-month period prior to becoming eligible for a transfer between Kumho Distributors. Associate Dealers may submit compelling explanations for an early Distributor transfer via a
- D. Distributor Change Form. Kumho Tire will provide final approval/denial for any early Distributor transfer requests.
- E. Upon termination or expiration of this Agreement, Associate Dealer will no longer be an Authorized Associate Dealer and shall not, from that date, hold itself out to the public as such in any way whatsoever, whether expressly or by implication. Associate Dealer shall cooperate fully with Kumho and its authorized agents in removing any signs furnished by Kumho to Associate Dealer.
Kumho Tire reserves the right to require Associate Dealers enrolled in the Premium FUEL Program to re-enroll at any time.
- F. Dealers who did not earn a bonus in the calendar year will be required to re-enroll after year's end.

6. GENERAL

- A. Kumho shall not be liable to either Distributor or Associate Dealer for any breach of contract or other damage arising out of their dealings with one another or caused by the act of omission of either Distributor or Associate Dealer.
- B. The parties agree that Associate Dealer is an independent contractor and not an employee or agent of Kumho or Distributor. Associate Dealer has paid no fee in connection with this Agreement and is not a franchisee of Kumho or Distributor.

- C. This agreement shall be governed by and construed under the laws of the State of Georgia.

This Associate Dealer Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 20____, by and between Kumho Tire USA, Inc., a Georgia Corporation ("Kumho"), having its principal place of business at 133 Peachtree Street NE Suite 2800, Atlanta, GA 30303, and the Distributor and Associate Dealer identified below.

Associate Dealer Authorized (Signature)

Associated Dealer Authorized (Print)

Distributor Name

Kumho Bill - To - Number