



Evo Retail Dealer Agreement 2021

We, Evo America, LLC (Evo), desire to sell to you _____ (Dealer) our Evo Professional Series and Evo Affinity Series of outdoor cooking appliances and those related accessories sold by Evo (Products). You as a Dealer who has a business with sales derived from brick and mortar retail consumer traffic and/or internet commerce desires to purchase Products for resale to residential consumer customers under this Agreement. Evo and Dealer agree to conduct business in accordance with applicable law, and accepted ethical business practices.

For consideration as an Evo Dealer, you agree to maintain in each physical store a retail display area containing at least one of the following Evo appliance products at all times: Evo Professional Series or Evo Affinity Series. Also on your world wide web site(s) you agree to professionally and adequately show the Evo products you are authorized to sell. You agree to adequately train your staff on Evo, and to adequately promote Evo products to consumers. You agree to allow Evo to review and revise all pictures, images and wording as it relates to the Products and their offering, recognizing Evo wishes to maintain the integrity of its brand(s) and the accuracy of the information. You agree to promote Products on your main web site(s) approved by Evo and will not offer or allow others to offer Products or link to Evo's web sites on any affiliated sites unless authorized by Evo. You will not own, register or affiliate with any URL domain with "Evo" as part of its name. You agree to present Evo information on its own page(s) or suitable space so a sufficient representation of the Products' qualities can be presented, and a home page link or menu option(s) to call attention to Evo's importance in your offerings. You agree to clearly display a banner on your web page(s) stating these Products are "For Residential Use Only", and you will not quote nor sell these products to commercial accounts. You agree to adhere to Evo's MAP Policy and to advertise Products at equal to or greater than Evo's current Manufacturer's Advertised Price (MAP), recognizing that doing otherwise will detrimentally affect the brand and market potential for all Evo resellers both retail and commercial. You agree to immediately correct any information or cease showing Products upon notification by Evo. Additionally you agree that your sales and shipments of Evo Products will only be made to retail consumers located in the United States and Canada. We agree this Dealer Agreement supersedes any previous agreements and is for a 12 month period and will automatically renew unless we give each other written notice of termination or a new agreement is signed. **Your Authorized Dealer status begins with a minimum opening order of 1 unit.** You are not obligated to remain a Dealer to Evo, or to purchase Products, and Evo is not obligated to retain you as a Dealer, or to sell you Products.

You will place orders for Products by written purchase order signed by an authorized representative, and we agree to act only upon such written instruction. No other purchase terms will be accepted that conflict with the terms of this Dealer Agreement or the Evo Credit Agreement, and no other terms shall be binding upon Evo unless specifically agreed to in writing by an Evo Officer. All shipments will be F.O.B. the Evo warehouse in Tualatin, Oregon. You agree that if Evo arranges shipment and prepays freight at your request, you will be responsible for making any claims to the carrier for damages or losses in transit and receiving reimbursement. Evo agrees to assist you in processing such freight claims. You will not alter or reproduce any Evo Products. You will not represent yourselves as a manufacturer of Evo Products. You acknowledge that Products are proprietary to Evo along with any and all patent, trademark, copyright and intellectual property rights and title. You will not remove any Evo trademark, copyright, or other notices from any Products or literature which they appear, and you agree not to reproduce any print or electronic materials supplied for the purpose of marketing Evo Products without the express written consent of Evo.

This Agreement shall not be construed to create an agency or partnership between the parties. Neither party has the authority to bind the other to incur any liability or otherwise act on behalf of the other or to direct the employees of the other.

Dealer Business Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Business Address: _____

City, State, Zip Code: _____

Business Phone: _____

Website: _____

Return this completed form with a copy of your Resale Certificate. Without a copy of your resale certificate we will need to charge sales tax if applicable.



GET STARTED FORM

Email Completed Form to lwiliams@evoamerica.com or FAX to 503-213-5869

DEALER LOCATOR

How would you like to be listed on our Website Authorized Dealer Locator?:

Company Name:

Address:

City, State, Zip

Phone:

SHOWROOM BROCHURES

Where would you like us to ship brochures for your showroom?:

Attention:

☐ Send to same address as above.

Company Name:

Address:

City, State, Zip

Phone:

WELCOME EMAIL

Who should receive the Evo Welcome Email which contains important product information?:

Email Address:

Email Address:

Email Address:

CONTACTS

Purchasing Contact:

Name:

Email:

Phone:

Accounting Contact:

Name:

Email:

Phone: