

HP VELOTECHNIK authorized stockist dealer contract

release May 2023

Please fill out, sign and return to HP VELOTECHNIK to apply for the stockist dealer status. This agreement is not valid until signed by both parties.

Contract between: HP VELOTECHNIK GmbH & Co. KG, Kapellenstr. 49, 65830 Kriftel, Germany (from here on known as HP VELOTECHNIK) and the following dealer (from here on known as the dealer):

shop name: _____ your customer-#: **K** _ _ _ _ _

full Address: _____

ZIP/town/state _____

Phone/e-mail/web _____

This contract is concluded on the basis of our GTC and replaces all previous authorized stockiest dealer contracts or any agreement on pricing.

1.) Reason for contract: HP VELOTECHNIK and the dealer agree on certain conditions with regards to the purchase of specified recumbent bicycles from the HP VELOTECHNIK range. The dealer achieves authorized dealer status for the following ticked/checked recumbent bicycle/trike models.

<input type="checkbox"/> Grasshopper fx	<input type="checkbox"/> Streetmachine Gte	<input type="checkbox"/> Speedmachine	<input type="checkbox"/> Speedmachine S-Pedelec
<input type="checkbox"/> Delta tx <i>new</i>			
<input type="checkbox"/> Gekko fxs	<input type="checkbox"/> Gekko fx 20	<input type="checkbox"/> Gekko 26	<input type="checkbox"/> Gekko fx 26
<input type="checkbox"/> Scorpion 2	<input type="checkbox"/> Scorpion fx 2	<input type="checkbox"/> Scorpion fs 20	<input type="checkbox"/> Scorpion fs 26 / Scorpion fs 26 Enduro
<input type="checkbox"/> Scorpion fs 26 S-Pedelec	<input type="checkbox"/> Scorpion plus 20	<input type="checkbox"/> Scorpion plus 26	<input type="checkbox"/> Hand-on-Cycle (HOC)

The ticked/checked models will be known from here on as the **authorized dealer demo models (a.d.d.m.)**. If the Scorpion fs 26 S-Pedelec is chosen as an a.d.d.m. then the agreed discounts will also apply to the models Scorpion fs 26 and Scorpion fs 26 Enduro. If the Speedmachine S-Pedelec is chosen as an a.d.d.m. then the agreed discounts will also apply to the model Speedmachine.

2.) Demo bikes. To give interested customers the opportunity to test-ride the bikes thoroughly, each of the chosen models will be have to be made available as demo bikes over the entire contract period. If fundamental technical changes take place, which HP-Velotechnik will inform the dealer about, or at the end of the 5th year of the consecutive contracts, a re-order at the beginning of the next consecutive contract year is necessary. If a demo bike is sold a new demo bike must be ordered to guarantee on-going availability for test rides and to retain the stockist dealer status for this model.

If a new demo bike is purchased an extra **demo bike first buy discount** of **6 %** will be subtracted from the authorized dealer trade price (see point 3). This only applies if the model is bought for the first time or if the model that is to be replaced is not in the current product line-up any longer (and/or at the end of the fifth year or earlier if fundamental technical changes have taken place which make a replacement of the a.d.d.m. necessary at the discretion of HP VELOTECHNIK).

If the dealer sells the demo model prior to the end of its demo run-time there will be no extra demo bike first buy discount given for the replacing of that particular model.

Currently the dealer has the following demo bikes in his line-up:

model:					
frame no:					
date of purchase:					

--- please fill in ---

3.) Discounts. To reward extra efforts by guaranteeing the constant availability of at least one a.d.d.m. as test bikes the dealer is rewarded with an extra **5 %** discount to be subtracted from the standard dealer price. Other models can be purchased at the standard dealer rate, unless the dealer wants these to be dedicated a.d.d.m. too. The discounts apply to orders placed from the contract start date onwards, but not to orders placed prior to the start date or already received orders. Discounts are only valid for a.d.d.m.'s and directly related parts!

4.) Authorized dealer Plus bonus program. If a dealer constantly stocks at least three a.d.d.m. from the HP VELOTECHNIK program as demo bikes and reaches a minimum of € 25.000 net turnover (not including transport costs) a retro-active credit note of **3 %** based on the net annual turnover (not including transport costs) will be awarded in the first quarter of the following year.

5.) No minimum turnover. The dealer is not contractually obliged to purchase products/ goods to a set annual turnover.

6.) Assembly. The dealer is responsible for the complete assembly and detailed checks of all complete bikes and frame sets prior to being handed over to the end customer. The dealer keeps a record of the customer in case of any product recalls. The delivery of bikes via courier or postal service to the customer is not permitted.

7.) Payment delay. HP VELOTECHNIK reserves the right to cancel the contract without prior notice and before the contract duration has come to an end if payments from the dealer are delayed.

8.) Confirmation of arrival: For deliveries within the EU, when requested to do so by HP VELOTECHNIK, the dealer undertakes to confirm the receipt of the goods (confirmation of arrival / Gelangensbestätigung) upon presentation of the respective invoices. If the dealer does not comply with this obligation within 3 months after delivery, we are entitled to invoice the current value added tax valid in Germany. It is then incumbent on the customer to have the VAT paid refunded by his tax authority in the course of a VAT refund procedure.

9.) Contract duration is the calendar year. The contract automatically ends on the 31st December. To secure discounts for the following calendar year the dealer has to send in a new authorized dealer contract before placing any orders. If the dealer doesn't fulfill his contractual obligations all given discounts for the calendar year have to be paid back and HP VELOTECHNIK is entitled to cancel the contract without further notice. All contracts are based on the terms and conditions of HP VELOTECHNIK which have to be acknowledged by the dealer prior to signing the contract.

Date:

Date:

Shop owner's signature _____

HP VELOTECHNIK GmbH & Co. KG representative _____