# Certified

## Dealer





## Contact

Our corporate Zymöl® team is ready to answer your questions.

### **WORLD HEADQUARTERS**

Martin Saltzman msaltzman@zymol.com (800) 999-5563 Ext. 302



www.zymol.com

## What you receive...

Your company identified with the No.1 automotive care brand; Zymöl®.

Wholesale Pricing providing a full 'keystone".

Access to "Special Offers" and "Seasonal Specials".

Access to the complete Zymöl advertising and promotion library.

A full listing, including mapping, email and web address, on the Zymöl Locator.

Factory Training\*

Elective participation at local and national Zymöl events.

First opportunity for Zymöl Licensed Programmes.

Because of your direct link to Zymöl you are the focus of our dominant enthusuast community. You, and your staff are viewed as the 'Teachers', having the same education responsibilities you did with performance and accessory products, but with a consumable at a much higher revenue return.

Remember, your image is our image and image is everything!



# Your responsibilities...

You can fulfill your responsibilities, as a member of the Zymöl exclusive distribution community, by supporting our programmes, policies, training, advertising, business development and one-to-one product guidance. Customers need to recognise you as an Authorised Reseller. An authority. And, even though our growth plan is based upon a limited number of Certified, Authorised and Licensed companies, this controlled growth excites the market and makes the customer want to find you. You gain the market advantage over your competitors.

Maintaining that market advantage is supported by Zymöl's;

Planned growth by objective

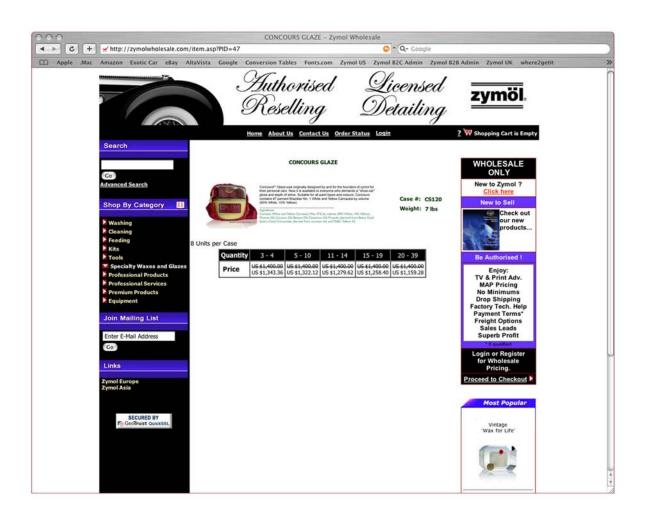
Minimum Advertised Price (MAP)

Consumer advertising

Store and event promotion and support

Consumer direct contact

**Product Training** 



### Results

Being part of the Zymöl distribution community requires a myopic view of the everyday challenges. This view must retain a singularity in thought, purpose and deed. Your customers will rely on the Zymöl® unified worldwide look and the continual contact and support you provide.

### Our expectations are;

- 1. A sales minimum using the U.S. Department of Commerce as a consultant. We have compiled the market results for your region. From the 100% result for automotive parts and accessories we have extracted chemical sales of 30% and from the chemical sales we have extracted 2% as cleaners, waxes and glazes. This 2% represents your geographic's minimum opportunity for retail sales of Zymöl products.
- 2. Meaningful growth represented by new customers and technical support of existing customers.
- 3. *Increased awareness* through local advertising, Car Club event promotion and participation in community events that support and foster goodwill.



### Your Future

Your future is linked to today and tomorrow. Every telephone call you take, every email you read and reply to, every hand you shake determines your future but now you have a community that looks out to you and everything they do shapes your future as well.

Accomplishing your goals gives you control over your revenue and what you want your future to be.

Taking a role in the world of Zymöl® products and Services brings you closer to your goals.

Your future is what you do now!

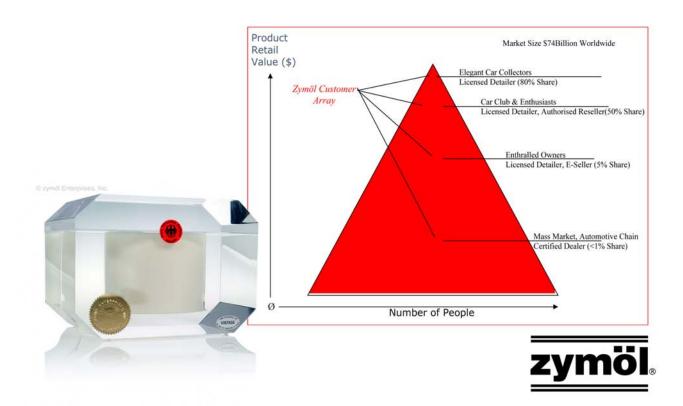


## Initial Stock Order

In order to start your *Zymöl* distribution, your customers must have access to the *Zymöl*® products that fit your demographics and placement on the market pyramid below.

To help you get started we offer Initial Starting Packages at special prices once you have been approved.

Your Initial Stock Order will ship with a factory Certificate, Marketing, Advertising and Promotion collaterals and Library segment on disc along with your factory logo identifying you as a member of the *Zymöl*® whole-sale community.



### ZYMÖL® WHOLESALE APPLICATION



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BUSINESS CONTACT INFORMATION								
First Name:	Las	t Name:						
Company name:								
Phone:	Fax:	E-mail:						
Street Address:								
City:		State/Province:	Postal Code:					
Years in business:	Website Address?:							
BUSINESS, BANK AND CREDIT CARD INFORMATION								
Billing Address;								
City:		State/Province:	Postal Code:					
Country:	1	VAT/Resale Tax#:						
Incorporated/Ltd.?	Years:	Incorporated in:						
Bank name:	1							
Bank address:		Phone:						
City:		State/Province:	Postal Code:					
Type of account:	Account number:							
Checking>>								
Credit Card>>		Expir	ation Date:					
Other>>		-						
	BUSINESS/TRA	DE REFERENCES						
Company name:								
Address:								
City:		State/Province:	Postal Code:					
Phone:	Fax:	E-mail:						
	1							
Company name:								
Address:								
City:		State/Province:	Postal Code:					
Phone:	Fax:	E-mail:						
	1							
	TYPE OF BUSINESS	(Circle all that apply)						
Automobile Dealer: List Brands sold.								
Car Boutique	Detailer	Auto Supply/Parts	Restoration Shop					
Web Store	Cycle Shop	Catalog/Mail Order	Repair Shop					
Other:								
	AGRE	EMENT						
1. All invoices are to be paid	according to terms.							
2. Claims arising from invoices must be made within seven working days.								
I HEREBY ATTEST THAT I HAVE RECEIVED, AND AGREE TO THE TERMS AND CONDITIONS OF SALE.								
	= = 5 = 7, 7							
Signature:		Print Name:	Date:					
Title:								



Zymöl Enterprises, Inc. ("Zymöl") is pleased to select	as a Certified Dealer (Dealer)
subject to the following terms and conditions set forth herein.	

#### 1. DEALER'S INVENTORY ACTIVITIES

Dealer is requested to maintain adequate Products inventory for servicing in \_\_\_\_\_\_.

Dealer represents that it has the skill, experience, and resources to carry out its obligations under this Agreement. Dealer must, at all times, conduct its business in a dignified and legal manner.

### 2. TRADE NAMES, TRADE MARKS, AND TRADE SECRETS

- (a) Dealer expressly acknowledges and agrees that it will not have or acquire any rights in or to the trademark or trade name Zymöl or the Zymöl Logo or other trademarks ("Trademarks") used or adopted in connection with any of the Products, whether or not such trade marks or trade names are registered. Dealer shall not alter, remove or cover over any of the Trademarks or any trade names or symbols applied by Zymöl to the Products. Dealer shall notify Zymöl of all potential infringements of the Trademarks and assist Zymöl in the enforcement of its trademark rights. Dealer further undertakes that it will not at any time, during the term of this Agreement or thereafter, use such trademarks or trade names or any trademarks or trade names similar thereto or any colourable imitations thereof, whether in English or otherwise, in connection with its own business. Dealer shall not, during or after the term of this Agreement, use, register or obtain in its own or in any other name, the corporate name or domain name "Zymöl" or a translation similar thereto or a corporate name or domain name which contains the word "Zymöl" or a translation similar thereto without express written permission from Zymöl. These provisions shall survive termination of this Agreement for whatever reason. Upon termination of this Agreement, Dealer shall immediately cease to use all Trademarks.
- (b) Dealer acknowledges that confidential and proprietary information developed or acquired by or licensed to Zymöl ("Information") may be disclosed to it during the performance of this Agreement. Dealer must take all reasonable precautions necessary to safeguard the confidentiality of the Information, including, without limitation, those taken by Dealer to protect its own confidential information; and those that Zymöl may reasonably request from time to time. Dealer will not allow the removal or defacement of any confidentiality or proprietary notice placed on any Information. The placement of copyright notices on any item of Information will not constitute publication or otherwise impair their confidential nature. Dealer will use the Information exclusively to perform its obligations pursuant to this Agreement. Dealer will not copy, reproduce, translate, modify and/or adapt the Information, except as may be specifically authorised by Zymöl in writing, and then only under terms and conditions specified by Zymöl. Dealer acknowledges that any unauthorised use or disclosure of any item of Information may cause irreparable damage to Zymöl. If an unauthorised use or disclosure occurs, Dealer will promptly notify Zymöl and take, at Dealer's expense, all steps which are necessary to recover the Information and to prevent its subsequent unauthorised use or dissemination, including availing itself of actions for seizure and injunctive relief.

(c)	Dealer can	display the	e "Zymöl	Authorised	d Dealer"	logo on	any	and all	published	material	including
but not	limited to	electronic	published	material. I	Dealer ma	iy only i	ise pi	roduct i	mages and	d marketi	ing
collater	rals availabl	le from Zyi	möl. Deal	er understa	nds this	is a non-	exclu	usive ag	reement.		

### 3. MANUFACTURER'S RECOMMENDED CUSTOMER SERVICE

Manufacturer's Recommended Customer Service is a policy adopted by Zymöl in order to encourage Official Dealers to protect their customer base and to protect the Zymöl reputation of superior technology and quality products when selling Zymöl products. It is a Zymöl unilateral policy to cease supplying any and all products to any Dealer whose customer support for the sale of a product;

- a) Is less than 100% customer satisfaction -or-
- b) Refuses to supply the customer in proper timeframe.

#### 4. MISCELLANEOUS

Either party upon 10 days prior written notice may terminate this Agreement. The obligations of Dealer set forth herein shall survive such termination. The parties agree that in the event of any dispute, Florida, USA law shall govern and venue shall be deemed proper in any court located in the state of Florida. Dealer agrees that, due to unique nature of the Products, the Trademarks and the Information, in addition to any other rights to which it may have, Zymöl shall be entitled to injunctive relief to enforce its rights hereunder.

Signed By: \_\_\_\_\_\_ Approved By: \_\_\_\_\_\_ [Zymöl Enterprises, Inc.]

Name: \_\_\_\_\_\_ Title: \_\_\_\_\_ Date:

Please acknowledge your acceptance of the terms and conditions of this Agreement by signing below: