# <u>Authorised</u> Reseller







Our corporate Zymöl<sup>®</sup> team is ready to answer your questions.

WORLD HEADQUARTERS Telephone: (800) 227-9297 Outside USA: (860) 663-5006 Facsimile: (860) 663-1058



www.zymol.com

# What you receive...

Your company identified with the No.1 automotive care brand; Zymöl<sup>®</sup>. 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!

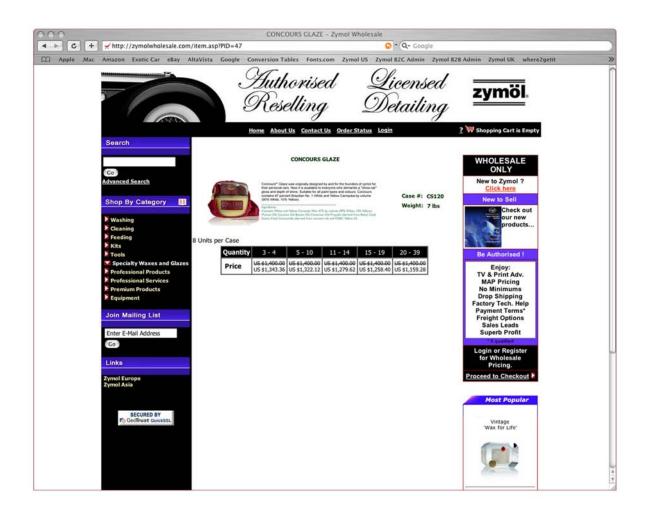


# Your responsibilities...

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<sup>®</sup> 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 <u>they</u> 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<sup>®</sup> products and Services brings you closer to your goals.

Your future is what you do now !

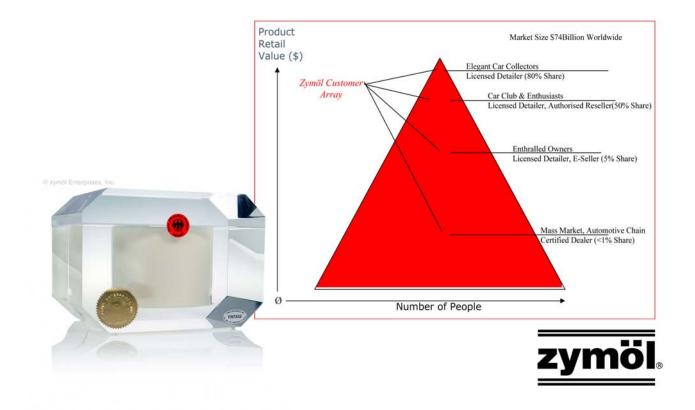


## Initial Stock Order

In order to start your *Zymöl* distribution, your customers must have access to the *Zymöl*<sup>®</sup> 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*<sup>®</sup> whole-sale community.



#### zymöl. zymöl ZYMÖL® WHOLESALE APPLICATION **BUSINESS CONTACT INFORMATION** First Name: Last 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: VAT/Resale Tax#: Incorporated/Ltd.? Years: Incorporated in: Bank name: Bank address: Phone: State/Province: Postal Code: City: Type of account: Account number:

Address:					
City:		State/Province:	Postal Code:		
Phone:	Fax:	E-mail:			
Company name:					
Address:					
City:		State/Province:	Postal Code:		
Phone:	Fax:	E-mail:	· · · ·		

**BUSINESS/TRADE REFERENCES** 

Expiration Date:

Checking>> Credit Card>>

Company name:

Other>>

TYPE OF BUSINESS (Circle all that apply)					
	Automobile Deale	er: List Brands sold.			
	Car Boutique	Detailer	Auto Supply/Parts	Restoration Shop	
	Web Store	Cycle Shop	Catalog/Mail Order	Repair Shop	
	Other:				
AGREEMENT					
1.	1. All invoices are to be paid according to terms.				
2.	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.				

Signature:	Print Name:	Date:
Title:		



Zymöl Enterprises, Inc. ("Zymöl") is pleased to select \_\_\_\_\_\_\_. as an Authorised Reseller ("Reseller"), for the term of this Agreement, with the right to purchase from Zymöl for resale of the automotive appearance products marketed under the zymöl trademark(s) that are listed in Schedule A ("Products") subject to the following terms and conditions set forth herein.

### 1. <u>RESELLER'S SALES ACTIVITIES</u>

Reseller is requested to maintain and increase the sale of the Products by all usual means, including advertising of the Products, possible demonstration of the Products and efficient servicing of Customers. Reseller represents that it has the skill, experience, and resources to carry out its obligations under this Agreement. Reseller must, at all times, conduct its business in a dignified and legal manner.

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

- Reseller expressly acknowledges and agrees that it will not have or acquire any rights in or to the (a) 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. Reseller shall not alter, remove or cover over any of the Trademarks or any trade names or symbols applied by Zymöl to the Products. Reseller shall notify Zymöl of all potential infringements of the Trademarks and assist Zymöl in the enforcement of its trademark rights. Reseller 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. Reseller 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, Reseller shall immediately cease to use all Trademarks.
- (b) Reseller 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. Reseller must take all reasonable precautions necessary to safeguard the confidentiality of the Information, including, without limitation, those taken by Reseller to protect its own confidential information; and those that Zymöl may reasonably request from time to time. Reseller 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. Reseller will use the Information exclusively to perform its obligations pursuant to this Agreement. Reseller 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. Reseller 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, Reseller will promptly notify Zymöl and take, at Reseller'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. Any Information disclosed to or acquired by the Reseller shall remain the property of Zymöl. Upon termination or expiration of this Agreement for any reason, Reseller shall return all Information to Zymöl and not use it for any purpose.

(c) Reseller must display the "Zymöl Authorised Reseller" logo on any and all published material including but not limited to electronic published material. Reseller may only use stationary and marketing collaterals available from Zymöl.

### 3. <u>MINIMUM-ADVERTISED-PRICE MAP</u>

In order to protect the Zymöl reputation of superior technology and quality products; Zymöl has adopted a Minimum Advertised Price Policy for all products. It is a Zymöl unilateral policy to cease supplying any and all products to any Reseller or Authorised Detailer whose advertising for sale of a product;

- a) Is other than Zymöl created advertising images,
- b) Displays any price in a Magazine, Newsletter or Newspaper advertisement that,
- c) contains a price lower than the Minimum Advertised Price (MAP) as set forth in the current Zymöl Price List.

This policy applies to all forms of advertising including mailings, catalogs, in-store signs, displays at non factory subsidised consumer exhibitions and shows, and any and all other forms of advertising media, including and without limitation to the Internet and any other electronic networks. Any price information relating to Zymöl products on an Internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (*http*) is considered to be advertising for purposes of this policy. Electronic mail sent in direct response to a customer inquiry is considered to be advertising. Zymöl does not seek, nor will it accept, any agreement, modification or understanding with respect to changing this advertising and pricing policy.

Please acknowledge your acceptance of the terms and conditions of this Agreement, including its limited term, by signing below:

Signed By: _	 Approved By:	
Name: _		[Zymol]
Title:		
Date: _		