

This Dealer Operating Terms (the Terms) outlines the terms and conditions under which Handle It Inc. (HII) supplies products to the dealer who then sells those products to end customers/users. Dealer must have a Credit Application on file along with a W-9 and a Sales Tax Exemption Certificate if applicable sent to accounting@handleitinc.com and be approved as a Dealer prior to the Terms going into effect. If this is not applicable the Terms will go into effect as soon as an order is placed with HII.

Manufacturer:

Handle It Inc.

12247 W. Fairview Ave.

Contact Person: Mike Kroencke / Trisha Didion

Email: mikek@handleitinc.com, trishad@handleitinc.com

Phone: 800-236-1080

Dealer:

Company Name: _____

Address: _____

Contact Person: _____

Email: _____

Phone: _____

1. Appointment

1.1 Handle It Inc. appoints the Dealer as a non-exclusive distributor for the sale and distribution of HII products (the “Products”).

1.2 The Dealer accepts the appointment and agrees to act as the distributor for Handle It Inc.’s Products in accordance with the terms of this Agreement.

2. Products

2.1 The Products covered by this Agreement are described in the Product and/or Pricing Guide and Catalogs. The Product Guide/Catalog is a complete listing of products with item numbers and description.

2.2 Handle It Inc. may, from time to time, introduce new Products or discontinue existing Products.

3. Quotes, Orders and Supply

3.1 The Dealer can email sales@handleitinc.com or call HII (800)236-1080 for pricing quotes and availability of products, specifying the quantity, delivery dates, and any other relevant details. Quotes are valid for 30 days unless stated otherwise.

3.2 The Dealer shall place orders for Products with HII by email with a purchase order specifying the quantity, delivery dates, ship-to address, and any other relevant details.

3.3 HII agrees to supply the Products to the Dealer in accordance with the order and agreed delivery schedule, subject to availability.

3.4 HII reserves the right to refuse orders if the Products are unavailable or if the Dealer is in breach of this Agreement and/or in collections.

4. Pricing and Payment Terms

- 4.1 HII shall provide the Dealer with a price list for the Products. Prices are subject to change without prior notice.
- 4.2 Discount amount for Dealer will be based on volume, performance, promotions and service capabilities.
- 4.3 The Dealer shall pay for the Products in accordance with HII's payment terms, which are as follows: 30 days from the date of invoice with approved credit.
- 4.4 Equipment purchases may be subject to a non-refundable down payment of up to 50% that is due at time of placing order.
- 4.5 Custom equipment and steel orders along with orders greater than \$20,000 in steel may be subject to a 15% non-refundable down payment due at time of placing order.
- 4.6 All payments shall be made in dollars by ACH to HII's designated bank account. If Dealer is not set up for ACH, a check can be sent to Handle It Inc's physical address at 12247 W. Fairview Ave., Milwaukee, WI 53226.
- 4.7 Payments not received within 30 days will incur a late fee of 1.5%. Handle It will not ship any orders if there are outstanding balances exceeding 50 days. Invoices remaining unpaid for more than 180 days will be subject to collection procedures.
- 4.8 Any payment disputes exceeding 50 days must be resolved directly between Handle It and the dealer. For disputes extending beyond 180 days, Handle It reserves the right to involve a third-party arbitrator. Any legal fees or deductions resulting from third-party involvement will be the sole responsibility of the dealer.

5. Marketing and Promotion

- 5.1 The Dealer agrees to use its best efforts to market and promote the Products.
- 5.2 The Dealer may use Handle It Inc's trademarks, trade names, and other intellectual property in accordance with guidelines provided by HII.
- 5.3 The Dealer shall provide HII with regular reports on marketing activities and sales performance.

6. Warranties, Returns and Support

- 6.1 HII warrants that the Products will be free from defects in material and workmanship and conform to the specifications provided.
- 6.2 The Dealer shall handle all returns of defective Products in accordance with Handle It Inc's warranty and return policy.
- 6.3 Please see Handle It Inc.'s Warranty & Return Policy for details. If you do not possess a copy **call HII (800)236-1080 or email support@handleitinc.com for a copy.**

7. Confidentiality

- 7.1 Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the term. Dealers may be subject to signing a non-disclosure agreement (NDA).

8. Miscellaneous

- 8.1 These terms and conditions outline the relationship between Handle It (HII) and the dealer/distributor, and override any prior arrangements or understandings, whether written or verbal.
- 8.2 Any updates or modifications to HII's operating terms will be sent to the dealer via email.
- 8.3 The dealer will be subject to HII's Operating Terms upon placing an order.