



12407 Mukilteo Speedway, Ste. 130, Lynnwood, WA 98087  
Phone: (425) 322-3170 FAX(877) 721-6107  
info@amkspeakers.com www.amkspeakers.com

## AMK DEALER AGREEMENT

AMK Innovations, Inc., herein after referred as "AMK" hereby agrees to permit \_\_\_\_\_ to act as an authorized dealer subject to acceptance of the following Terms and Conditions.

### **I. Payment Terms**

Standard payment terms are C.O.D., Visa, MasterCard, Prepayment, and Net Terms. Net Terms are granted at AMK's discretion after an established business relationship between AMK and the Dealer exists and submission and approval of a credit application. Credit will be denied or granted within two weeks after receipt of the credit application.

### **II. Taxes**

All prices are exclusive of any present or future revenue, excise, or sales taxes and any import duty or brokerage fees. All taxes are the responsibility of the Dealer.

### **III. Delivery**

AMK will determine the best method of shipment unless the customer specifies, in writing on the PO, specific shipping instructions. AMK must approve of the specific shipping instructions. All delivery dates are approximate and are subject to change. AMK reserves the right to ship product for receipt up to ten business days prior to requested receipt date. If the Customer arranges ship methods, AMK is not responsible for insurance. Dealer prices do not include any shipping or handling charges. Shipping and handling charges are the responsibility of Dealer and will be invoiced when the product ships. Any visible shipping damage must be reported immediately before the shipment is accepted and signed for. Any concealed damages must be reported within 48 hours of product receipt.

### **VI. Cancellations and Returns**

For an order to be cancelled, a written cancellation request must be received by AMK prior to product shipment. Product returns will be accepted at AMK's discretion within 10 days. To return an order, contact AMK for a RMA number. To receive an RMA, the Dealer must be able to present the model number, serial number, invoice number, and reason for return. RMA numbers are only valid for 14 days after issue. Returned products are subject to a 20% Restocking Fee. Full price will be charged for all products returned in non-sellable condition. If there are damages in product due to the freight or other issues, the dealer will pay the product fully. Only stocked items listed in the AMK Dealer Price List may be returned. Certain stocked products are non-returnable if the packaging material has been removed. Contact AMK for non-returnable product information. The Dealer is responsible for all shipping and handling charges associated with returns.

### **VI. Warranty**

AMK products have limited 5 year warranty. If the product is opened or tempered with, the warranty will be voided.



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## **VII. Evaluation Products**

Certain stocked items at AMK are available for evaluation by an Authorized Dealer. Evaluation units must have an evaluation purchase order issued by the Dealer. Evaluation periods are 30 days. The Dealer is responsible for all freight and handling charges associated with the evaluation. If the product is not returned within the evaluation period, AMK will invoice the product and expect payment within 30 days. If the evaluation unit is returned with any damage and is unsellable, the Dealer is responsible for full payment of the product. AMK, Inc. has sole discretion in determining whether a product is salable.

## **VIII. Defective Merchandise**

Products received that are not in working order may be returned within 10 days for a replacement. For return of defective merchandise, please contact AMK with the model number, serial number, and specific details regarding the product's defect.

## **IX. Special and Custom Orders**

Any special or custom orders, including OEM products, are non-cancelable orders and non-returnable. Any modification to any AMK product is considered a special and custom order and may not be cancelled or returned.

## **X. Delinquent Accounts and Not Sufficient Funds Checks**

All delinquent accounts will not be able to place orders or receive product from AMK until complete restitution has been made. A \$30.00 returned check fee will be charged for any check returned to AMK as NSF. All costs associated with collecting funds due AMK, including attorneys' fees and court costs, will be the responsibility of the buyer. Once an account violates agreed payment terms, AMK may institute COD or Prepayment terms and request Cashier's Checks. AMK reserves the right to charge interest at the rate of 12% per annum on delinquent accounts.

## **XI. Choice of law.**

Any disputes relating to the Dealer relationship or arising hereunder must be brought in courts of the State of Washington and Washington law will be applied.

## **XII. Enforcement**

Failure by AMK, Inc. to enforce any of the terms and conditions of the Dealer Agreement does not constitute a waiver of any portion of the Dealer Agreement.



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**XI. Intellectual Property and Proprietary Rights.**

Dealer acknowledges that the products purchased or evaluated hereunder are proprietary to AMK and constitute AMK's property. Dealer further acknowledges that the trade name(s) and trademark(s) on and relating to the items purchased or evaluated hereunder are AMK's property. Dealer agrees not to copy, duplicate or reproduce any of this property and use it only as specifically authorized by this agreement.

**XII. Agreement to Terms and Conditions**

This certificate is given with full knowledge of and subject to the legally prescribed penalties for fraud and evasion. I hereby certify that I have read, understand, and will abide by the Dealer Agreement as stated herein. I further certify that I am authorized to act on behalf of \_\_\_\_\_ to the obligations hereunder.

DATE \_\_\_\_\_ TAX ID/ RESELLER # \_\_\_\_\_

NAME AS REGISTERED \_\_\_\_\_

DBA \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

WEB \_\_\_\_\_ EMAIL \_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

The \_\_\_\_\_ of \_\_\_\_\_