

# ToolingQuotes LLC Manufacturers' Representative Sales Representation Agreement

THIS AGREEMENT made on this date \_\_\_\_\_, by and between \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_, ("Manufacturer"), and ToolingQuotes LLC, a corporation incorporated under the laws of the State of Wisconsin, having its principal office at 19688 Bluffview PL, Galesville WI 54630 ("Representative"), as follows:

## 1. Appointment and Acceptance:

Manufacturer appoints Representative as its representative to sell its products. The Representative accepts the appointment and agrees to sell the Manufacturer's products. This Agreement shall be effective continue in force for a one-year period, and shall be automatically renew for a additional one (1) year periods thereafter unless terminated by written notice from either party;

The "products" of the Manufacturer to be promoted for sale and sold by the Representative are: all products and services of manufacturer.

## 2. Customer:

The "New Customer" Any new customer introduced to the Manufacturer from ToolingQuotes LLC that the Manufacturer has NOT done business with before or within the last five years will be considered a ToolingQuotes new customer and have the following requirements:

- a) ToolingQuotes will have exclusive and continued sales commission rights of this customer for the next five years, this includes direct and indirect sales between the Manufacturer and customer.
- b) If direct sales between the Manufacturer and customer occur without ToolingQuotes it is the Manufacturer's responsibility to inform ToolingQuotes at the of time quote or job kickoff. The Manufacturer will still be responsible for stated commission rate on this document to ToolingQuotes LLC payable at quote acceptance.

The "Existing Customer", any customer introduced to the Manufacturer from ToolingQuotes LLC that the Manufacturer has done business with before or within five years, will be considered an existing customer and have the following requirements:

- a) ToolingQuotes will only have commission rights to the quoted job and or continued orders of the quoted products or services, This includes direct and indirect sales between the Manufacturer and customer that occur with or without ToolingQuotes.
- b) It is the Manufacturers responsibility to prove a prior relationship. If no proven prior relationship has been established within 5 business days of an submitted RFQ, the customer will be considered to have no prior relationship.
- c) If direct sales between the Manufacturer and customer occur it is the Manufacturer's responsibility to inform ToolingQuotes at the of time quote, or no later than quote acceptance.

## 3. Representatives Relationship and Conduct of Business

- a) Representative will conduct all of its business in its own name.
- b) Nothing in this Agreement shall be construed to constitute Representative as the partner, employee or agent of the Manufacturer nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own products, delivery and actions.
- c) Representative shall not, without Manufacturer's prior written approval, alter, enlarge, or limit orders; make representations or guarantees concerning Manufacturer's products; or accept the return of, or make any allowance for such products.
- d) The Representative expressly has no authority to quote pricing, or otherwise act as a direct employee of Manufacturer without prior written permission. All sales shall be at prices and upon terms established by Manufacturer during quote, unless specified otherwise.

## 4. Acceptance of Orders, Jobs or Quote Acceptance:

"Order, Job or Quote Acceptance" shall mean a commitment to purchase the Manufacturer's products.

All orders are subject to acceptance or rejection by an authorized officer of Manufacturer. Manufacturer shall be responsible for all credit risks and collections. A copy of any notifications will be supplied to ToolingQuotes and the customer of its acceptance or rejection of an order or job.

The Manufacturer shall supply Representative with copies of all orders received directly by Manufacturer that includes the ToolingQuotes customers mentioned above.

#### **5. Territory - Representative's:**

Territory shall consist of the following: All 50 states of the United States, Canada, and Mexico.

If a Manufacturer has a Representative besides ToolingQuotes in a conflicting territory, the Manufacturer must disclose this to avoid conflicts. The Manufacturer must have an agreement with both Representatives prior to taking and providing a quote from and to ToolingQuotes.

If a new customer has NOT done business with the Manufacturer before or within the last five years the customer will be considered a ToolingQuotes new customer and have protections under provision #2 "New Customer"

#### **6. Commissions or Compensations:**

Representative's compensation rate for services performed hereunder shall be (see Appendix A) of the "Quoted job or net invoice price" of the Manufacturer's product.

The full payment of commissions are due and payable at quote acceptance up to 30 days following the receipt of FIRST payment from the customer. If the commissions are not paid when due, the amount not paid will accrue interest at 15 % per annum from the date due until paid.

The Manufacturer will send the Representative copies of all invoices at the time Manufacturer invoices customer.

At the time of payment of commissions to the Representative, Manufacturer will send Representative a commission statement showing:

- a) Commissions due and owing Representative for that period and any prior periods, and
- b) Commissions being paid (listing the invoices on which commissions are being paid).
- c) "Net invoice price" shall mean the total price at which an order is invoiced to the customer including any increase or decrease in the total amount of the order.

#### **7. Credits to Commissions or Compensations:**

Deductions from sums due to the Representative for an amount equal to commissions previously paid, may be credited on sales of Manufacturer's products that have been returned by the customer or on allowances credited to the customer by the Manufacturer.

#### **8. Split Commissions**

Split commissions may occur if both Representatives and Manufacturer agree to proceed with a shared or full commission from the Manufacturer. The Representatives will define a dual role of representation before a quote is provided to ToolingQuotes.

ToolingQuotes will determine if split commission is necessary based on an individual quotes.

#### **9. Termination:**

Upon termination of this agreement for any reason, Representative shall be entitled to commissions on all orders calling for shipment into Representative's territory which are dated or communicated to Manufacturer prior to the effective date of termination, regardless of when such orders are shipped; or releases and shipments on such orders take place.

This agreement may be terminated or modified by the Manufacturer or Representative with notice. All notices, demands or other communications by either party to the other shall be in writing and shall be effective upon personal delivery.

#### **10. Disputes and Arbitration:**

The parties agree that any disputes or questions arising hereunder, including the construction or application of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in force, and that the arbitration hearings shall be held in the city in which the principal office of the party requesting arbitration (with the American Arbitration Association) is located.

**11. Indemnity:**

Manufacturer will indemnify and hold the Representative harmless, and will defend the Representative against any and all loss, liability, damage, claims, demands, or suits and related costs and expenses to third party(s) that arise, directly or indirectly, from acts\* or omissions of Manufacturer, or breach of any term or condition of this Agreement. Manufacturer agrees to indemnify and hold Representative harmless from and against.

Manufacturer shall be solely responsible for the protection of its patents, trademarks and trade names.

ToolingQuotes is not responsible for any missing information or non-current data, outdated revisions of CAD files and any other documents or information from the customer.

You the Manufacturer assume full responsibility for the design, development, supply, production, prints, job fit form function issues, delivery, delivery date, quality & performance of its products and services and other issues not listed. These issues will be worked out between you and the customer and not hold ToolingQuotes responsible.

These indemnity protections will survive this agreement and remain in effect unless cancellation is agreed to in writing by both representative and manufacturer.

**12. General:**

This Agreement contains the entire understanding of the parties, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties.

Representative shall not have the right to assign this Agreement in whole or in part without Manufacturer's written consent. This Agreement is formed in Trempealeau county, Wisconsin and shall be construed and governed according to the laws of the State of Wisconsin. The District Court of Trempealeau county, Wisconsin shall have sole and exclusive jurisdiction over any disputes or causes of action arising hereunder

MANUFACTURER	REPRESENTATIVE:
--------------	-----------------

Address:	Address: 19688 Bluffview Pl, Galesville WI 54630
By:	By:
Title:	Title: CEO / Engineering Manager
Signature:	Signature:
Date:	Date:

**Appendix A: Commission**

**(Commission rate is \$200.00 Minimum or 10% of total quoted job or invoice whichever is greater)**

**Appendix B: General Provisions, Exceptions and Changes to Agreement**

**LIST EXCEPTIONS HERE:**