

Miles Industries British Fires dealer agreement



Dealer Agreement

Terms & Conditions for Authorized British Fires Fireplaces Dealer

Dealer Name: _____ Date: _____

Approved Location: _____

Principal Owner: _____

As the licensed distributor for British Fires Products in North America, Miles Industries Ltd. agrees to supply Dealers located in Canada, and Miles Industries, Inc. agrees to supply dealers located in the USA (Miles Industries Ltd. or Miles Industries, Inc., as the case may be, hereinafter referred to as "Miles") with products ordered by Dealer from time to time ("Products") under the following terms and conditions:

- 1) The Dealer will maintain a showroom at the Approved Location for the purposes of displaying and promoting the Products with minimum agreed number of British Fires fireplace displays per showroom, fully operational in suitable surrounding décor so as to simulate an actual in-home setting.
- 2) Without the written consent of Miles, the Dealer will not sell the Products to any other electric fireplace dealers or retailers.
- 3) The Dealer will promote the sale and use of the Products from the Approved Location and will advertise and distribute advertising material as supplied by Miles. No other advertising material pertaining to the Products shall be used without the prior written approval of Miles.
- 4) The Dealer must have the expertise to install all Products sold by it and ensure that the Products are installed in accordance with the requirements of Miles and will ensure that installations are in accordance with National & Local codes.
- 5) The Dealer will provide Miles with a Certificate of Insurance naming Miles as a named insured under the Dealer's insurance policies, within 10 days of request by Miles. Such insurance shall provide coverage for bodily injury and property damage with a limit of no less than \$2,000,000 per occurrence.
- 6) The Dealer will provide qualified, competent repairs and service for all Products it has sold and for warranty work on the terms and conditions of the British Fires Warranty, a copy of the current version of which is attached as Schedule 2 (the "Warranty").
- 7) The Dealer will deliver Warranty to the purchaser/customer. The Dealer shall provide Warranty labour for a period of 12 months after the date of sale.
- 8) The Dealer will maintain customer contact information and sales records with serial and model numbers for service reference and Warranty work. Dealer shall promptly provide the purchaser's/customer's contact information (the "Purchaser Information") upon request by Miles. Should the need for Product service bulletins or notices arise, the Dealer must provide Miles with the Purchaser Information as soon as reasonably possible. The Dealer is solely responsible for ensuring its collection and storage of the Purchaser Information is completed in accordance with the Dealer's applicable privacy and personal information laws.
- 9) Products purchased from Miles by the Dealer will be sold to the Dealer at prices determined by Miles. Miles reserves the right to change prices from time to time, but will not do so after Miles has accepted Dealer's order for any Product. Shipping costs and insurance costs, as well as taxes, will be added to the price.
- 10) Purchase Orders received from the Dealer are subject to acceptance by Miles. All Purchase Orders are subject to the Standard Terms and Conditions of Sale of Miles in effect at the time of the acceptance of the Purchase Order. Dealer hereby agrees with Miles that Dealer shall not include in its Purchase Order any terms and conditions to the intent that Miles' then-current Standard Terms and Conditions of Sale shall apply to all acceptances of Purchase Orders by Miles, notwithstanding any term or condition in the Purchase Order.
- 11) Miles reserves the right, on giving the Dealer notice at any time, to vary or change the design or technical specifications of any Product or to withdraw any Product on offer.
- 12) This Dealer Agreement and the right to offer Products for sale shall not be assigned by the Dealer, except with the prior written approval of Miles.

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13) Either party may terminate this Agreement without cause on not less than 30 days' prior written notice to the other party.

14) Notwithstanding clause 13, Miles may terminate this Agreement without notice if:

- a) The Dealer is in breach of its obligations to Miles;
- b) Products sold by the Dealer are not installed in accordance to local codes or with the reasonable requirements of Miles;
- c) Any change in the ownership, management or control of the Dealer, or if the Dealer's Approved Location is changed without Miles' prior written consent, which consent may be unreasonably withheld.

15) Upon termination of this Agreement, the Dealer agrees to return all marketing materials and British Fires signage to Miles as soon as possible. The Dealer shall promptly delete any and all reference to British Fires Product lines as advertised on its website, in hardcopy print material and in all forms of promotion or advertisement. The Dealer understands and agrees that the right to use the British Fires trademark in any way is subject to the Dealer continuing to be an Authorized Dealer appointed by Miles under this Agreement.

16) This Agreement is governed by and shall be construed in accordance with the laws of British Columbia, Canada.

17) Miles is not in any way liable or responsible for the misconduct, negligence or fraud of the Dealer's employees, agents or other representatives and the Dealer hereby accepts full responsibility for any and all such actions of its employees, agents or the representatives including, without limitation, any such actions that result in the requirement for the Dealer to pay for any orders of parts that are placed by any such employees, agents or other representatives, whether or not such purchases were authorized by the Dealer.

19) The following are the Schedules to this Agreement:

- a. Schedule 1 – Dealer Covenants including Payments Terms and Warranty Claims
- b. Schedule 2 – British Fires Warranty
- c. Schedule 3 – Standard Terms and Conditions of Sale

EXECUTED by an authorized
signatory of the Dealer

By:

Signature: _____

Date: _____

Print Name _____

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Schedule 1 Dealer Covenants

The Dealer agrees as follows, namely to:

- a) Display the complete line of British Fires fireplaces with at least 2 fully operational models in a fireplace setting.
- b) Promote and advertise the Products on a year-round basis. This may include selling to heating contractors and builders, but must not include supplying Products to unauthorized fireplace outlets that operate retail showrooms.
- c) Not act as a wholesaler or distributor for electric fireplace products that compete with the Products.
- d) Have qualified sales people trained in product knowledge, and provides competent, qualified installations in accordance with instruction manuals and conforming to local codes.
- e) Maintain parts inventory as warranted by volume and location.
- f) Have a qualified service person available to handle service and warranty work in accordance with this Agreement.
- g) Track sales, including serial/model numbers and the Purchaser Information in case of product service bulletins.
- h) Provide normal warranty labor for a period of 12 months after sale, including cash and carry sales.
- i) Service the Products they sell.
- j) Purchase a minimum number of fireplaces (to be agreed upon) per year.
- k) Refer to the latest suggested retail price list for prices and comply with the Miles Advertised Price Policy, if applicable. Dealer quantity discounts and lock-in programs are available upon written request at Miles' sole discretion.
- l) Pay all costs of installation and removal of display units in the Dealer's Approved Location, including opening up and closing up walls, purchasing, installing and removing fireplace surrounds, and hook-up to electricity. Miles accepts no obligation with respect to these matters.
- m) Bring to Miles' attention any perceived unauthorized use of the British Fires trademark or logo.

Terms

To pay on net 30 days from ship date to APPROVED ACCOUNTS. Balances past due on account will result in automatic suspension of open account shipping privilege. Miles reserves the right to charge interest at 18% per annum compounded monthly on overdue accounts.

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Warranty Claims

To submit all warranty claims on a Warranty Claim Form. British Fires provides a comprehensive warranty program. The warranty covers parts for a period of 2 years. This warranty covers only the replacement cost of parts and covers only the original customer/purchaser.

Note: The Warranty does not cover:

- 1) damage by misuse, abuse, accident, neglect, incorrect installation, improper maintenance or handling, or operation with an incorrect power source.
- 2) the cost of removal or re-installation;
- 3) incidental or consequential damages ;or
- 4) freight damage;

In order for the Dealer to claim warranty, the Dealer must submit the damaged parts and a completed copy of the Warranty Claim Form. This must include the serial number of the unit and the Purchaser Information.

Freight Claims

Miles terms are FOB its warehouse. All Products shipments become property of the Dealer when the freight carrier receives them.

The Bill of Lading is an acknowledgment that the Products were received from Miles' warehouse in good condition.

Upon receipt of a shipment, the Dealer must inspect it thoroughly and do not accept it without marking all copies of the freight bill.

Should the Dealer find any items missing or damaged, the Dealer should contact the carrier. Miles cannot assist with the claims if the Dealer gives the carrier a clear receipt. The Dealer may want to consider extra freight insurance, at its sole cost, as most carriers only pay a fixed amount per pound.

Returned Goods

Any goods being returned to Miles need an RGA Authorization #. Restocking charges may apply at Miles' sole discretion. Advertising & Promotion

Effective advertising and promotion is a key element in any successful marketing plan. To this end, Miles makes the following commitment to aid the Dealer in establishing a cost effective, ongoing advertising program, namely, the Dealer will be supplied, at no cost, reasonable quantities of brochures, posters, banners, technical reprints, advertising material, etc. If the Dealer requires additional supplies, the Dealer should contact Miles, who will forward more at Miles' sole discretion. If the Dealer wishes to obtain large quantities for direct mail or other special promotions may purchase the material based on the published list prices.

Service Areas

It is Miles policy that sales are to be made in the Dealer's store to customers who reside within a reasonable radius of the store. This is to ensure that installation and safety requirements are completed by qualified technicians and also, so that after-sales warranty work or servicing can be readily provided by the Dealer. Use of the internet to advertise Products is acceptable as part of the Dealer's website, but soliciting or making sales on the internet is not, because of the foregoing requirements, permitted.

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How to contact Miles:

Head Office
190-2255 Dollarton Hwy
North Vancouver, B.C.
V7H 3B1

Tel: (604) 984-3496 Fax: (604) 984-0246

Toll Free: (800) 468-2567 Toll Free Fax: (800) 268-0333

Email: info@valorfireplaces.com
 orderdesk@valorfireplaces.com
 parts@valorfireplaces.com

Website: www.britishfires.ca

Warehouse Locations:

Western Canada
110 -2195 Queen Street
Abbotsford B.C.
V2T 6J3

Eastern Canada
Impact Logistics Warehouse Tel: (888) 526-2990
2754 James Snow Parkway Fax: (905) 876-2882
Milton, ON L9T 6P3
Warehouse Locations:
(From USA Policy)

Western USA
Holman Distribution Tel: (253) 867-0600
22430 – 76th Avenue South Fax: (253) 867-0601
Kent, Washington

Eastern USA
Hearth Appliance Sales Warehouse Tel: (615) 323-0191
131 Davis Street Fax: (615) 323-0185
Portland, TN

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Schedule 2 British Fires Warranty

USA and Canadian Warranty and Terms & Conditions

Two Year Limited Warranty

Products to which this limited warranty applies

This limited warranty applies to your newly purchased British Fires Electric product. This limited warranty applies to the original purchaser of the product only and is not transferable.

What this limited warranty covers and for how long

Products covered by this limited warranty have been tested and inspected prior to shipment. Subject to the provisions of this warranty, British Fires warrants such products to be free from defects in material and workmanship for a period of 2 years from the date of the first purchase.

British Fires is not responsible for the labour costs to remove defective parts or reinstall repaired or replacement parts.

The limited 2 years warranty period for products also applies to any implied warranties that may exist under applicable law. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the purchaser.

Any part that is provided under the warranty to repair any defect will continue to be covered under the existing warranty which commenced from the original purchase date. For avoidance of doubt, the guarantee period will not be extended even if we repair or replace a component.

What this limited warranty does not cover

This limited warranty does not apply to products that have been repaired (except by its authorized service representatives) or otherwise altered. This limited warranty does further not apply to defects resulting from misuse, abuse, accident, neglect, incorrect installation, improper maintenance or handling, or operation with an incorrect power source.

What British Fires and its dealers and service agents are also not responsible for:

In no event will British Fires or its Directors, Officers, or Agents, be liable to the purchaser or any third party. Whether in contract, in tort, or on any other basis, for any indirect, special, punitive, exemplar, consequential, or incidental loss, cost, or damage arising out of or in connection with the sale, maintenance, use or inability to use the product, even if British Fires or its Directors, Officers, or Agents have been advised of the possibility of such losses, costs or damages, or if such losses, costs, or damages are foreseeable. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the purchaser.

How State and Provincial law apply

This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. The provisions of the United Nations Convention on Contracts for the Sale of Goods shall not apply to this limited warranty or the sale of products covered by this limited warranty.

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Schedule 3 Standard Terms and Conditions of Sale

All terms are for cash payment unless a credit account has been applied for and approved. Dealers on regular credit terms must pay within 30 days from the date of shipping. Miles Industries offers a 2% discount for early payment within such 30-day period. Please contact Miles' credit manager for details. For Dealers who are past due, Miles reserves the right to charge interest at a rate of 18% per annum compounded monthly and accounts may be placed on hold & or have their credit revoked. Miles does offer longer terms on specific pre-season orders booking orders, see sales representative for details.

Delivery

All shipments are FOB our warehouse locations. They become the Dealer's property when the freight carrier receives them. The bill of lading is an acknowledgement that the goods were received from our warehouse in good order. Upon receipt, inspect it carefully and indicate on the bill of lading any shortages or damage before signing for the goods. We cannot assist with claims if you give the carrier a clear receipt. Any shipping errors or damage needs to be reported in a timely manner. Dealers may want to consider extra insurance at the Dealer's sole cost, as most carriers only pay a fixed amount per pound.

It is the responsibility of the Dealer to choose a freight carrier. Miles offers various freight programs which are available to Dealers.

Freight programs vary by region.

Return Goods

Any goods being returned to Miles need a Returned Goods Authorization (RGA) number. Restocking charges may apply at the sole discretion of Miles.

Pricing

Our retail prices are typically adjusted annually and we update our Manufacturers Suggested Retail Prices (MSRP) list regularly as our product line grows and changes. Miles does reserve the right to change prices at any time and reserves the right to introduce a Miles Advertised Price Policy.

Dealer Discounts

We publish quantity discount schedules for dealers and offer a variety of programs and opportunities for dealers to lock-in a year round discount with off season buying opportunities. Your discount level applied against the current retail price will determine dealer cost. Your local sales representative can explain all the programs and they are also listed in the dealer section of the website. Manufacturer suggested retail prices are only a suggested retail price. Dealers may sell for more or less than the MSRP at their discretion but must comply with the Miles Advertised Price Policy, if applicable.

Governing Law

Terms and Conditions shall be governed by the laws of British Columbia and all parties agree to submit to the jurisdiction of the courts of British Columbia.

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