



# Dealer Agreement

---

**Miles Industries Ltd. and  
Miles Industries, Inc.  
(In this Agreement, referred to as "Miles")**

## **Dealer Agreement**

Terms & Conditions for Authorized Valor™ Fireplaces Dealer

Dealer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Location: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

As the licensed manufacturer and distributor for Valor™ Fireplace 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 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 Valor™ 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 gas 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. The Dealer agrees to participate in the co-operative marketing programs of Miles established by Miles from time to time.
- 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 Miles/Valor™ Warranty, a copy of the current version of which is attached as Schedule 2.
- 7) The Dealer will deliver the Valor™ Limited Product warranty to the purchaser/customer. The Dealer shall provide warranty labour for a period of 12 months after date of sale.
- 8) The Dealer will maintain customer sales records with serial and model numbers for service reference and warranty work. Dealer shall promptly provide the purchaser's/customer's contact information upon request by Miles. Should the need for Product service bulletins or notices arise, the Dealer may be asked to urgently provide Miles with contact information.
- 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' 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.



# Dealer Agreement

- 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 Valor™ Products for sale shall not be assigned by the Dealer, except with the prior written approval of Miles.
- 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 the Valor™ Dealership 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.
- 15) Upon termination of this Agreement, the Dealer agrees to return all marketing materials and Valor™ signage to Miles as soon as possible. The Dealer shall promptly delete reference to Valor™ and Miles product lines as advertised on its website, in hardcopy print material and in all forms of advertisement. The Dealer understands and agrees that the right to use the Valor™ 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) The following are the Schedules to this Agreement:
  - a. Schedule 1 – Dealer Covenants including Payments Terms and Warranty Claims
  - b. Schedule 2 – Miles/Valor™ Warranty
  - c. Schedule 3 – Standard Terms and Conditions of Sale

EXECUTED by an authorized signatory of the Dealer

By: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# Dealer Agreement

---



## **Schedule 1** **Dealer Covenants**

### **The Authorized Valor™ Fireplace Dealer named on page 1, agrees as follows, namely to:**

- a) Display the complete line of Valor™ gas fireplaces with at least 2 fully operational models in a fireplace setting.
- b) Promote and advertise Valor™ Fireplaces on a year round basis. This may include selling to heating contractors and builders, but must not include supplying Valor™ Fireplace products to unauthorized fireplace outlets that operate retail showrooms.
- c) Not act as a wholesaler or distributor for gas fireplace products that compete with the Valor™ Fireplace line of gas fireplaces.
- d) Have qualified sales people trained in product knowledge, and provides competent, qualified installations in accordance with instruction manuals and conforming to local codes. The specifications for proper installation are in the ANSI Z223.1 National Fuel Gas code (USA) and the Canadian Gas Association Code book Can/CGA-B149 (including any updates), in both countries, and local authority having jurisdiction.
- e) Maintain parts inventory as warranted by volume and location.
- f) Have a qualified service person available to handle service and warranty work.
- g) Track sales, including serial/ model number's and buyer/customer's 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. Miles has a policy statement on Internet sales posted on its website. Cash and Carry on the Internet denigrate the value of the dealer network.
- j) Purchase a minimum number of fireplaces (to be agreed upon) per year.
- k) Refer to latest suggested retail price list for prices. Dealer quantity discounts and lock-in programs are available upon written request at Miles' sole discretion.
- l) Pays 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 gas and exhaust. Miles accepts no obligation with respect to these matters.
- m) Agrees to bring to Miles' attention any perceived unauthorized use of the Valor™ 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.

# Dealer Agreement

---



## **Warranty Claims**

To submit ll warranty claims on a Miles Industries Warranty Claim Form. Miles provides a comprehensive warranty program. The warranty covers all parts for a period of 2 years and selected components for a period of 10 years. This warranty covers only the replacement cost of parts and covers only the original customer/purchaser.

Note: The Miles/Valor™ Warranty does not cover:

- 1) damage by accident, misuse, neglect including that of unqualified installers;
- 2) the cost of removal or re-installation;
- 3) incidental or consequential damages;
- 4) freight damage;

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

## **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 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

## **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 Authorized 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. 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 Miles/Valor™ 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.



# Dealer Agreement

---

## **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 TollFree Fax: (800) 268-0333

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

Website: www.valorfireplaces.com

Dealer Login: www.valorfireplaces.com/dealer/  
(please contact us if you do not have a username and password)

## **Warehouse Locations:**

### **Western Canada**

190-2255 Dollarton Hwy Tel: (604) 984-3496  
North Vancouver, BC  
V7H3B1

### **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



# Dealer Agreement

## Schedule 2 - Miles/Valor™ Warranty

### Warranty

If you have a problem with this unit, please contact your dealer or supplier immediately. Under no circumstances should you attempt to service the unit in any way by yourself. The warranties in paragraphs 1 and 2 are provided only to the first purchaser/user of this unit, are not transferable and are subject to the conditions and limitations in paragraphs 3, 4 and 5. Please review the conditions and limitations carefully and strictly follow their requirements.

### 1. Extended Warranty Coverage

For a period of up to ten (10) years, Miles Industries Ltd., (the "Company") or its appointed distributor will at its option pay the initial owner for the repair of, or will exchange the following parts or components which are found to be defective in material or workmanship under normal conditions of use and service:

Part or Component	Defect Covered	Maximum Warranty Period
Exterior steel casing	Corrosion	10 years
Glass	Loss of structural integrity	10 years
Cast iron parts	Corrosion	10 years
Firebox and heat exchanger	Corrosion (but not discoloration) causing loss of structural integrity	10 years

### 2. Parts Warranty

- a) In addition, for two (2) years from the date of purchase, the Company, at its option, will repair or exchange all parts and components not listed above but that are found to have a bona fide defect in material or workmanship under normal conditions of use.
- b) All spare parts purchased or supplied under warranty from our parts department, carry a 1 year replacement warranty.

### 3. Conditions & Limitations

- a) The warranty registration card must be completed by the initial owner and returned to the Company within 90 days of purchase.
- b) Installation and maintenance must be performed by an authorized and trained dealer in accordance with the Company's instructions.
- c) This warranty is void where installation of the unit does not conform to all applicable codes including national and local gas appliance installation codes and building and fire codes.
- d) The owner must comply with all operating instructions.
- e) The Company is not responsible for the labor costs to remove defective parts or re-install repaired or replacement parts.
- f) The first purchaser or user of the unit will be responsible for any shipping charges for replacement parts as well as travel time incurred by the dealer to perform the warranty work.
- g) This warranty applies to non-commercial use and service and is void if it is apparent that there is abuse, misuse, alteration, improper installation, accident or lack of maintenance to the unit.
- h) This warranty does not cover damage to the unit through:
  - i) Improper installation, operational or environmental conditions.
  - ii) Inadequate ventilation in the area or competition for air from other household equipment or appliances.
  - iii) Damage due to chemicals, dampness, condensation, or sulphur in the fuel supply lines which exceeds industry standards.
- i) This warranty does not cover glass, log breakage or damage to the unit while in transit.
- j) The Company does not allow anyone to extend, alter or modify this warranty and assumes no responsibility for direct, indirect or consequential damages caused by the unit. State or provincial laws where the first purchaser or user resides may provide specific rights to extend this warranty and, if so, the Company's sole obligation under this warranty is to provide labor and/or materials in accordance with those laws.

### 4. Discharge of Liability

After two (2) years from the date of purchase, the Company may, at its option, fully discharge all obligations under this warranty by paying to the first owner the wholesale price of, or replacing, any defective parts.

### 5. No Other Warranty

All obligations to repair this unit are defined in this warranty. Some states or provinces may specifically mandate additional warranties on the part of manufacturers, but in the absence of such specific legislation, there is no other warranty or obligation expressed or implied

Initial	Initial



# Dealer Agreement

## 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. Miles Industries offers a 2% discount for early payment. Please contact Miles Industries credit manager for details, For dealers who are past due, Miles Industries 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 (buyers) 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 as most carriers only pay a fixed amount per pound.

It is the responsibility of the dealer to choose a freight carrier. Miles Industries offers various freight programs which are available to dealers. Freight programs vary by region.

### **Return Goods**

Any goods being returned to Miles Industries need a Returned Goods Authorization (RGA) number. Restocking charges may apply.

### **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 Industries does reserve the right to change prices at any time. Model numbers may change to reflect, please consult the most recent price list which is located in the secure dealer section of our website at [Valorfireplaces.com](http://Valorfireplaces.com)

### **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.

### **Governing Law**

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

<b>Initial</b>

<b>Initial</b>

# Dealer Agreement



## Schedule 4 Terms of Use of ValorParts Site

### Terms of Use

Our legal name is Miles Industries Ltd. and we are a British Columbia company in Canada.

These Terms of Use (along with our Privacy Policy) act as the contract between you as dealer ("Dealer") and us, and when you use this Site, you are agreeing to these Terms of Use (which should be considered part of this document). So, you should definitely read this thoroughly, and if there is something in these Terms that you don't agree with, you should not use the Site. For the purposes of these Terms of Use, the term "Site" includes, without limitation the "ValorParts" portal portion of the Site.

Subject to the conditions of these Terms, we grant you a revocable, limited, non-transferable and non-exclusive license to access and use the Site by displaying it on your computer only for the purpose of shopping for items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in writing in advance. Any breach of these Terms shall result in the immediate revocation of the license granted in this paragraph without notice to you.

All content of this service and of the Site including, but not limited to, text, graphics, images, video, software, computer code, product designs and production methods and trademarks belong exclusively to Miles Industries and are protected by Canadian, US and international copyright laws. Valor Fireplaces, ValorParts, HeatShift System, AutoFire, Portrait, Retrofire, Fenderfire, Ventana, Windsor Arch, The Original Radiant Gas Fireplace, The Science of Warmth, Perfecting Warmth Since 1890, Heatshift and other logos, slogans, trade names or words are registered trademarks, trademarks or service marks (together, the "Marks") of Miles Industries Ltd. The use of any of our Marks without our express written consent is strictly prohibited. The use of the Site does not waive our trademark rights. You may not use our Marks in connection with any product or service that is likely to cause confusion. You may not use our Marks in any manner that disparages or discredits Miles Industries Ltd. You may not use our Marks in meta tags without prior written consent.

You may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by Miles Industries Ltd. in writing. You shall not make commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by Miles Industries Ltd. in advance. We reserve the right to refuse service, terminate accounts, and/or cancel orders, including, without limitation, cases in which we believe that customer conduct violates applicable law or is harmful to our interests.

You shall not upload to, distribute, or otherwise publish through this Site any content, information, or other material that (i) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (ii) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under Canadian or international law; or (iii) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

While we really like the way things are working right now, it is inevitable that we will change some things over time as we learn more about you and how we can best serve you. We reserve the right to change or remove any service, content, products or functionality at any time, without any kind of liability. Of course feel free to tell us when you don't like a change because we like to hear when something we do bothers you. Along the same lines, we also may modify these Terms at any time. If we do, we will post the new version right here, so it is important that you check back on a regular basis to see whether we've made any changes, as you will be agreeing the new Terms by using the Web Site after they have been posted. These Terms were last modified on September 18th, 2019.

As our lawyers like to say:

You agree that your use of the site shall be at your sole risk, and that the site and all content included therein, and products purchased thereby, are provided to you "as is." To the fullest extent or implied, in connection with the site, your use thereof and the products purchased thereby. Miles Industries Ltd. makes no warranties or representations about the accuracy or completeness of the site's content or any content accessible via the site or products purchased thereby and assumes no liability or responsibility for any errors, mistakes, or inaccuracies of content, personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the site or products purchased thereby, any unauthorized access to or use of Miles Industries Ltd. secure servers and/or any and all information stored therein, any interruption or cessation of transmission to or from the site, and/or any bugs, viruses, Trojan horses, or the like that may be transmitted to or through the site by any third party. In no event shall Miles Industries Ltd. be liable under contract, tort, strict liability, negligence or other legal theory for any lost profits or special, indirect, incidental, punitive or consequential damages of any kind whatsoever, substitute goods or services (however arising) or for any direct damages in excess of (in the aggregate) \$100. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.



# Dealer Agreement

---

## Indemnity

You agree to defend, indemnify and hold harmless Miles Industries Ltd. and its subsidiaries, agents, licensors, managers, board members and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim for damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Site with your username, password or other appropriate security code.

## Dealer Agreement

Any breach or default by you of any of the provisions of the dealer agreement between us (the "Dealer Agreement") will be deemed a default under this Agreement, and any breach or default by you under this Agreement will likewise be deemed to be a default under the Dealer Agreement.

## Security

Miles Industries Ltd. cares about the integrity and security of your personal information. We use industry-standard precautions to safeguard your personal information and we believe that these steps will keep you safe. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## Links to Other Web Sites and Services

We choose our friends wisely and we would never intentionally include a link on our Site to any company that we would not want to do business with. That being said, we do not control the companies who may have links from our Site, so we cannot be held responsible for your dealings with any of those companies and you should not consider any link as an endorsement by us of any of those companies.

## Prohibited Use

These Terms expressly prohibit certain uses of the Site. You may not under any condition, without prior written consent by Miles Industries Ltd. use or reuse Miles Industries Ltd. product listings, descriptions or prices; mine the Site for data; download, copy, mirror, archive, intercept or redirect content or use or access an unauthorized account or purchase product for resale. The use of bots, spiders other indexing agents or other devices to copy the Site or to hide your identity when accessing the Site is also strictly prohibited. You agree you will impose only the load on the site which is necessary for your use in deciding whether to purchase products from us and in purchasing products from us.

## Intellectual Property

We respect the intellectual property of others. If you believe that anything posted on the Web Site by another user (or any content for that matter) violates any of your intellectual property rights, please let us know so that we can resolve the issue as quickly as possible.

## Your Input

We value your input! There may be times where we give you the opportunity to post your input on the Site (for example in user reviews, comments, etc.). When you post content on our Site it is important to make sure that you own it or have permission to post it and allow us to use it as permitted under these Terms. We trust that you will only post content that you are entitled to post, and you will be responsible for any and all issues that result from your posting that content.

You will continue to own all content that you post on our Site. However, by posting it, you are giving us permission (in legal terms, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license) to use that content (including any changes we may make to it) in any way we wish for an unlimited amount of time. We also have the right to give others those same rights.



# Dealer Agreement

---

## **Your Responsibility**

Because our Site is available to our dealers across North America, we cannot keep pace with all of the legal requirements that may apply to use the Site in every jurisdiction. We therefore put the onus on you to ensure that your use of the Site complies with all rules, laws and regulations that are applicable to you. These Terms are void and use of the site is revoked where use is prohibited.

## **Typographical Errors**

We will be the first to admit that we are not perfect – like everyone, we make mistakes from time to time. If there are typographical errors in product descriptions, prices or similar information, we will correct them as soon as possible after we discover them. If there is an error in the price of an outstanding order, we will either cancel the order or contact you to find out if you still want the product at the corrected price. If you find after you receive an order that something is not as we described it (or as you thought it would be), remember, you can return it at any time.

## **Returns, Refunds and Title**

Subject as otherwise set out herein, you may return any non-custom, non-personalized item purchased from us. The return must, in the opinion of Miles Industries Ltd, be in resalable condition. Returns must be received by Miles Industries Ltd. within 30 days of the purchase date. Returns must be in the original packaging and free of any writing or otherwise defaced packaging. Miles Industries Ltd. does not take title to returned items until the point where that product arrives at our distribution center. At our discretion, we may issue a refund without requiring a return. In this situation, the customer keeps the title to the refunded item.

## **General Return Instructions**

Returns will be credited to the purchase price and applicable taxes, less any restocking and/or packaging fees, to the original credit card or to your ValorParts account. Shipping and handling costs are non-refundable. All returns are subject to inspection and approval prior to the credit being issued. Any returns not-approved will be shipped back to the customers at their expense. Items incorrectly shipped back to Miles Industries Ltd. will be returned to the customer at their expense. Parts with electronic components are not eligible for return.

## **Defective or In-Warranty Returns**

Defective, in-warranty items will be exchanged only. No credit will be issued for defective items. We require the model and serial number of the product the defective part was installed in, as well as the exact nature of the defect in detail.

## **Damaged Parts**

You must inspect all packages when received and before signing for them. If you receive a package that appears damaged or contains products that are damaged, you must first notify the shipper and then notify Miles Industries Inc. within 2 business days of receipt. The incident will be documented and the shipper may decide to return the delivery to Miles Industries Inc. Without the incident documentation, subsequent damage claims may be difficult or impossible to prove later.

## **Wrong Parts**

You must notify Miles Industries Ltd. within 5 business days of receipt of any part that is shipped in error or not received. Miles Industries Ltd. will not honor any such claim reported after 5 business days.

## **Unauthorized Use, Negligence or Fraud**

Miles industries Ltd shall in no way be liable or responsible for the misconduct, negligence or fraud of your employees, agents or other representatives and you hereby accept full responsibility for any and all such actions of your employees, agents or the representatives including, without limitation, any such actions that result in the requirement for you to pay for any orders of parts that are placed by any such employees, agents or other representatives through the Miles Industries Ltd website or this ValorParts portal, whether or not such purchases were authorized by you.

## **Risk of Loss**

The risk of loss and title for items purchased by you pass to you upon our delivery of the items to the carrier.

## **Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Miles Industries Ltd. without restriction.



# Dealer Agreement

---

## Governing Law

Miles Industries Ltd. and our Site are based in lovely Vancouver, British Columbia, Canada (come by and visit us to see where we build all of our great products). Even though you may be accessing the Web Site from somewhere else, these Terms are governed by the laws of BC and in the unlikely event we have any kind of dispute it can be heard only in the courts located in BC. Also, the fact that the Web Site may be available to users outside of BC should not be interpreted as giving any other Province or country jurisdiction over us.

## Arbitration

Any dispute arising from or relating to the subject matter of the Terms shall be finally settled by arbitration in the Province of BC, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of arbitrators. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Any arbitration under this Agreement will take place on an individual basis. To the fullest extent permitted by applicable law, no claim under these terms of use shall be joined to any other claim, including any claim involving any other current or former user of the web site, and no class action proceedings shall be permitted. In no event shall any claim, action or proceeding by you be instituted more than three (3) years after the cause of action arose. By using the site, you understand and agree that by entering into this agreement, you are waiving the right to trial by jury or to participate in a class action.

## Severability

These Terms, together with any amendments and any additional agreements you may enter into with our site shall constitute the entire agreement between you and Miles Industries Ltd. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect.

## No Waiver

No waiver of any portion of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Miles Industries Ltd. failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Sales Rep. Initial