



## **ECHO® Internet Marketing Agreement Signature Elite Dealers & Authorized Servicing Dealers**

This ECHO® Internet Marketing Agreement is between the ECHO distributor and the ECHO dealer below. It sets forth the rights and duties for the ECHO dealer's participation in e-commerce transactions involving ECHO brand products through official ECHO sponsored websites (e.g. [echo-usa.com](http://echo-usa.com)). For the purposes of this Agreement, ECHO products are defined as ECHO® and ECHO Bear Cat® whole products and accessories. This Agreement also sets forth limitations upon the display by the ECHO dealer of ECHO products on any other website and participation by the ECHO dealer in e-commerce transactions involving ECHO products through any other website.

### **E-commerce Through Official ECHO Sponsored Websites**

The ECHO dealer shall have the right to participate in e-commerce transactions through official ECHO sponsored websites in accordance with the applicable terms and conditions for such participation. While the official ECHO sponsored websites and the terms and conditions for participation therein may, at the sole direction of ECHO, change from time to time, the current official sponsored websites and terms and conditions for participation therein are set forth in Attachment A. The ECHO dealer is encouraged, but not required, to participate in one or both of the fulfillment options outlined in Attachment A.

### **ECHO Product Displays on Dealer Websites**

The ECHO dealer may promote and advertise ECHO products on their website with MSRP, pictures and product descriptions for the purpose of educating customers and / or encouraging customers to purchase these products at their physical dealer location. These displays may include approved ECHO logos, other ECHO trademarks and copyrighted materials; provided that all logos, trademarks and copyrighted materials are used in accordance with the ECHO policy for same.

### **E-commerce Via Dealer Websites and / or Other Third Party Websites**

The ECHO dealer is not authorized to accept orders for ECHO equipment over the internet, to solicit telephone orders via the internet or to solicit mail orders via the internet for delivery to locations other than the physical location of their dealership. The ECHO dealer is not authorized and may not knowingly sell ECHO products to any person with the purpose being the future re-sale of said products on any website as new equipment.

By execution of this Agreement, the ECHO dealer acknowledges that he / she has read through this Agreement and Attachment A hereto and understands and agrees to the terms and conditions set forth herein. This includes the selection of participation levels in e-commerce transactions through official ECHO sponsored websites as outlined on Attachment A as well as agreement to the terms and conditions

of e-commerce transactions therethrough. The ECHO dealer agrees that all rights, if any, to sell ECHO products as an authorized dealer may be terminated by the ECHO distributor upon any violation of this Agreement. The rights and terms hereof are subject to cancellation or modification at any time upon notice to the ECHO dealer.

Dealer Name (print): \_\_\_\_\_

Dealer Number: \_\_\_\_\_

Dealer Principal Name (print): \_\_\_\_\_

Dealer Principal Name (signature): \_\_\_\_\_

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

Distributor Name (print) \_\_\_\_\_

Distributor Principal Name (print): \_\_\_\_\_

Distributor Principal Name (signature): \_\_\_\_\_

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



## **Attachment A: Signature Elite Dealers & Authorized Servicing Dealers**

ECHO Inc. is conducting e-commerce via its official website, echo-usa.com. The purpose of conducting these e-commerce transactions is to take advantage of the increasing number of users who purchase products on-line while still maintaining ECHO's traditional channel partners. All authorized ECHO dealers are encouraged but not required to participate in these e-commerce transactions in one or both of the following ways:

**Customer Pick-up:** Customers who shop for ECHO products via the echo-usa.com website will be able to complete their purchase and pick-up the product at a local dealer. Customers will be asked to select a dealer from a list of registered dealers based on geographic proximity. Customers will then be told to go to that dealer and complete their product purchase. Dealer responsibilities are as follows:

- ensure the product is in stock or obtain it from their distributor within five (5) business days;
- contact the customer and arrange to complete the purchase/pick up the product;
- assemble the products prior to customer pick-up;
- gas the unit and demonstrate startup and usage to the customer

**No internet incentive credits will be provided for this transaction as the actual purchase will be made at the dealer's location.**

**Shipment to customer:** Customers who purchase ECHO products via the echo-usa.com website will be able to have their product shipped directly to them. Customers will be asked to select a servicing dealer from a list of registered dealers based on geographic proximity to the "ship to" location. The selected dealer will have no product shipping responsibility.

Upon shipping, dealers will receive a fixed Internet Incentive Credit from their distributor based on the product purchased. This Internet Incentive Credit will be 12.5% of the combined MSRP's for all products purchased by the customer from the website.

Signature Elite Dealers and Authorized Servicing Dealers have the option of selecting in which of these two Internet fulfillment options they will participate. By signing below, the dealer acknowledges having read the terms and conditions for each option and agrees to perform as required by the option(s) selected.

I will participate in the customer pick-up option and agree to the fulfillment obligations listed above

I will NOT participate in the customer pick-up option

I will participate in the customer shipment option

I will NOT participate in the customer shipment option

Dealer Name (print): \_\_\_\_\_

Dealer Number: \_\_\_\_\_

Dealer Principal Name (print): \_\_\_\_\_

Dealer Principal Name (signature): \_\_\_\_\_

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