

EVERLAST

Allow us to introduce ourselves as manufacturers of EVERLAST™ Plasma cutting, welding and power generating equipment since 1985. We would like to be part your company profile and your welding website in order to bring you multiple benefits and enhance your business. We manufacture plasma cutters, welders, diesel generators, TIG water coolers, safety helmets, consumables, spare parts and accessories.

Our state-of-the-art manufacturing units cover an area of 1 million square feet worldwide, enabling us to put at your service world class equipment, no matter where you are located. Due to years of R&D we have reached standards that remain unparalleled. Our continued research and cutting-edge technology ensures that we manufacture lighter and better power equipment.

We go an extra mile to satisfy our customers and therefore offer customer assistance by means of our toll-free numbers 877 755 WELD/ 877 755 9353, our local number 650 588 8082, email, forums and our website <http://www.everlastgenerators.com>. Furthermore, we offer a 5-year warranty on plasma cutters and welders including a 30 day money-back guarantee.

We are on the lookout for front dealers who would store our products and demonstrate their working to customers. In short, we are looking for any potential dealer who would like to sell our products. We give our dealers the privilege of sending back items that are defective and we give them credit for new purchases in return. We also directly offer assistance to your customers and satisfy their queries regarding warranty issues, till your staff is well versed with our terms and conditions. We arrange for shipping and inventory of units to your customers who place orders, and even handle bulk orders, etc.

Furthermore, our dealer programs give you multiple benefits which include extensive advertising of our products all over the US and Canada through various publications, welding magazines, the internet and more. Once you become a dealer, we will display your company details in our website as an authorized dealer. Your company name will also appear in all our publications, helping you to increase your sales and your profit.

All you have to do is to meet one of our representatives to discuss terms and qualify for our dealership program. There is no minimum purchase policy and the more purchases your company makes the higher will be the discounts we will offer you.

Dealer Benefits at a Glance:

- Dealers get exclusive rights around a 20-mile radius
- Free factory repairs and labor offered for Welders and Plasma Cutters
- Free Publishing and Advertising
- Toll-Free numbers for Customer Assistance
- Sales Leads provided
- Attractive Discounts Offered
- Drop Ship Service offered
- No minimum purchases required
- Immediate replacement or credit on defective items
- 5 Years Warranty
- Free Shipping on all Plasma Cutters and Welders
- 30 days Money Back Guarantee

A FEW FAQs

How can you ensure that my territory is protected from intrusion of other EVERLAST™ dealers?

We grant you an exclusive area within a 20-mile radius. Of course this will be determined by your location and the density of population in that area.

What are ‘free retail referrals?’

All retail enquires generated by our advertisements, either in print or on our websites, are segregated area wise and passed on to the exclusive dealer operating in that area. This means that you can receive at least five to ten leads per week.

What kind of referrals are these?

These are people who come to us personally or call us after viewing our advertisements. These are people who have examined EVERLAST™ welding, cutting and power generation equipments and have compared them with other products. They are on the lookout for an EVERLAST™ dealer (that is you) in their areas and want to check out the equipment personally. Therefore these are people who are ready to make a purchase. Our customer service representatives will direct these people to your store.

How will I be appointed as an EVERLAST™ dealer?

Our national sales manager will have a short telephonic chat with you after which you will be approved as a dealer under one of the many dealership packages we offer. Based on this approval and your first order you will be selected.

How will the rates be decided?

The more of our units you purchase the higher will be the discounts offered by us. Therefore your rates will depend on how many units you will purchase and how often you will make your purchases.

Although you will have exclusive rights in your 20+ mile jurisdiction, you will not be limited to only EVERLAST™ products and trademarks. You may deal with other product lines as well.

We thank you for your interest in our company and products. We look forward to a long-lasting and mutually beneficial business relationship.

For further information about us or for any other queries, feel free to call us at our toll-free numbers 877 755 WELD/ 877 755 9353 or email us at dealers@everlastwelders.com

Sincerely,
Everlast™ Inc
Local Tel: 650 588 8082
Fax : 650 588 8817

Authorized Dealer Agreement

This agreement takes effect from this ____ day of ____ month of ____ year and between **Everlast™ Inc** (hereafter referred to as the Manufacturer) and _____ (hereafter referred to as the Dealer)

Whereas the manufacturer has authorized a group of dealers in certain specified locations for the purpose of selling and servicing the products of the manufacturer which include but are not limited to plasma cutters, welders, diesel generators, TIG water coolers, safety helmets, consumables, spare parts, accessories (hereafter referred to as the Product/s) or any other product on behalf of the manufacturer. The authorized dealer is responsible for providing the capital, infrastructure, equipment and staff to appropriately sell and service the Products while protecting their reputation in the market.

Both the above-mentioned parties agree to the following:

The Dealer is hereby granted exclusive rights by the Manufacturer to promote itself and operate as an Everlast™ Authorized Dealer based on the following criteria:

1. **Term:** The terms of this Agreement shall be binding for one year beginning from the above-mentioned effective date and shall be renewed automatically for the next consecutive year unless terminated as per this agreement.
2. **Non-exclusive Dealer:** A dealer not qualifying for exclusive rights shall be given the status of an independent contractor and shall be deemed as a non-exclusive dealer of the Manufacturer at all times, and at no time shall be referred to as a representative, agent or an employee of the Manufacturer.
3. **Sales to Dealer:** Products sold by the Manufacturer to the Dealer will be according to the terms and conditions mentioned in this Agreement. The Dealer agrees to pay the price mentioned in the Price List for Dealers, which may be revised from time to time provided the Dealer is given thirty (30) days written intimation of such changes by the Manufacturer. It shall be noted that the Price List for Dealers is exclusive of shipping costs or any state, federal or local taxes and levies, which are to be borne by the Dealer.
4. **Purchase Orders:** Any order placed by the Dealer must be in writing. Each purchase order shall include exact details of the number of units being ordered and shipped and the correct 'ship to' address. Each purchase order must be stamped by the Dealer.
5. **Shipping:** All prices are 'Free on Board' Manufacturer's warehouse, unless a written consent is obtained from the Manufacturer.
6. **Payment:** All payments shall be on net cash basis before shipping, unless the Manufacturer agrees to alternate terms in writing. The acceptance of a Purchase Order which requests for alternate payment and the shipping of the ordered product are subject to approval of the alternate payment terms by the Manufacturer. Payment may be accepted by the Manufacturer in cash in U.S. dollars or equivalent of cash which includes wire transfers to the Manufacturer's account.
7. **Sales Location:** The Dealer agrees to display the Manufacturer's Products in product catalogs or to sell the Products in its retail store(s) according to the terms in this Agreement. The products may be sold only to end users or consumers by the Dealer. The Dealer hereby agrees that no Product may be sold or be authorized to be sold through any auction, be it a live auction or an online one through eBay or u-Bid, etc.
8. **Product Returns:** Any new Product being returned by the Dealer must be in its original packaging in order to receive full credit, which will be given after deduction of any shipping costs. There will be no binding on the Manufacturer to accept Products that are not in their original packaging or condition. Requests for replacement of Defective Products that are returned

under warranty will be resolved either by replacing their parts or by replacing the whole unit, at the discretion of the Distributor.

9. **Dealer Validity:** The Dealer certifies that it possesses a valid seller's permit that allows it to sell the Products in all the concerned locations, permit to conduct business of selling and that it will resell products it purchases from the Manufacturer as tangible personal property. The Dealer further certifies that it holds any or all permits, licenses and certifications in compliance with the federal, state and local laws or any regulatory authority in order to sell the Products in the concerned location.

State_____ License of Certificate Number_____ TIN: _____

(Attach additional sheets in case of license for multiple locations or states)

10. **Intellectual Property:** Any trademarks, names, logos, service marks or slogans (hereafter referred to as Marks) used by the Manufacturer in connection with the Products are exclusively owned by the Manufacturer and its affiliate companies. The Dealer has been granted the non-exclusive right to use or display the Marks as it conducts its operations. Only on express written approval from the Manufacturer will the dealer use any Marks as part of its business name. The Dealer or its affiliate or associate companies are not permitted to use the Marks or product names in any of their dealings without the written permission of the Manufacturer. The Dealer must discontinue the use of the Marks once this Agreement is terminated. Any expenses incurred for discontinuing or causing to discontinue the Marks will be borne by the Dealer. The Dealer should thereafter not use, directly or indirectly, the Marks or imply in any way any association with the Marks in order to deceive, confuse or trick the consumer. Any legal costs incurred by the Manufacturer in the process of making the Dealer discontinue the use of the Marks in compliance to this paragraph will be borne by the Dealer.
11. **Termination:** This Agreement may be terminated by either party, be it with or without cause on a written notice of 30 days to the other party. The Manufacturer reserves the right to terminate this Agreement should the dealer default at any point.
12. **Assignment:** In the event of a change of ownership or change in management at the Dealer's end, this agreement should not be assigned, be it in part or whole without the express written approval of the Manufacturer.
13. **Entire Agreement:** This agreement contains all the required clauses between both parties and therefore supersedes any previous agreements, oral or written. Any past practices and dealings between the two parties will not override any clause mentioned herein. Any amendments or agreements must be done in writing and must be executed by authorized representatives, similar to this Agreement.
14. **Indemnification:** The Manufacturer stands indemnified by the Dealer who agrees to defend and hold the Manufacturer harmless in case of any loss, liability, cost, expense or damage (including litigation costs and legal fees incurred by the Manufacturer) in the event of any claim or lawsuit arising against the Manufacturer by a third party claiming that physical injury, death or property damage has occurred by the Product use as a result of the following: 1) Modification of any Product by the Dealer , except if it was done with the Manufacturer's written consent. 2) Failure on the part of the Dealer to warn the consumer that should the Product be operated by a minor, an adult's supervision is absolutely essential. 2) Failure on the part of the Dealer to warn the consumer about the consequences of misuse or abuse of the product. 4) Removal of any label or sticker affixed by the Manufacturer on the Product or failure on the part of the Dealer to provide the consumer with literature supplied with the Product by the Manufacturer. 5) The dealer overstating any claim or extending any warranties beyond the limits provided by the Manufacturer.
15. **Governing Law and Severability:** This Agreement shall be governed by the law of the State of California. Each party agrees that the exclusive jurisdiction and location for any disputes and claims will lie in the courts of San Francisco. If any regulation of this Agreement should be considered invalid or unenforceable, the validity of the remaining regulations shall in no way be

affected and shall continue to remain binding on both parties. In case neither party defaults in any of the above-mentioned areas, the consequences of breach enforced by this Agreement will still be in effect should there be a breach of terms in the future. Any breach overlooked for whatsoever reason should not give any grounds to waive the consequences of any future breach.

16. I have read and I understand and I agree to all the clauses and provisions in this Agreement. I also have read and I understand and agree to the terms and policies provided on [<http://www.everlastgenerators.com/>]

I, the undersigned representative of the Dealer, certify and warrant that the Dealer has taken all necessary action by means of organizational documents and contracts to authorize me to act on behalf of the aforesaid Dealer and I also hereby warrant that I am fully authorized to execute this document.

Dealer
By: _____
Title: _____
Date: ____ / ____ / ____

Manufacturer
By: _____
Title: Everlast™ Inc
Date: ____ / ____ / ____

Everlast™ Inc
Toll free number: 877 755 WELD/ 877 755 9353
Local Tel: 650 588 8082
Fax : 650 588 8817
Email: dealers@everlastwelders.com

EVERLAST™

Dealer Information Sheet

Business Name: _____

Contact Name: _____

Physical Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Mailing Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Email Address: _____

Telephone: _____ Fax: _____

Terms and Policy (<http://www.everlastgenerators.com/>)

By reading the information on this website or by buying or offering to buy the products mentioned herein, you certify that you are at least 18 years of age and have read and understood fully and agree to comply with all the terms and conditions mentioned herein.

EVERLAST™ INC will be hereafter referred to as “we,” “our” or “us.”

The party mentioned on the invoice as the buyer of the goods will be hereafter referred to as the “purchaser,” “recipient,” “customer” or “buyer.”

The company chosen in order to transport the goods will be hereafter referred to as “carrier,” “vessel” or “transportation company.”

Payment

All items are BRAND NEW (Not Refurbished), unless clearly stated otherwise, and are well available in stock. A bank clearance will be required before the items are shipped on all payments made by personal/ business/ electronic check/ money order or cashier check. We accept all major credit cards, PayPal, checks, cashier checks and money orders. If you require any assistance in processing your payment, please call us on 877 755 WELD/ 877 755 9353 or see our “contact us” web page.

Shipping

Local pickups or any third party shipping arrangements are not allowed under any circumstance. We will ship items to a proper physical address only; P.O. Box, FPO or APO will not be considered. We will not offer combined shipping due to restrictions. Any flat-rates for shipping offered will be applicable only in the 48 Contiguous United States. Flat-rates for shipping will not be applicable in Alaska, Hawaii, Puerto Rico and other international US territories. Rates for these locations will have to be separately negotiated with us. We choose the ground shipping method, which will be done by the carrier of our choice (FEDEX, DHL, UPS or US Postal Service) and not by the choice of the purchaser. Tracking number(s) and shipment date(s) will be provided by us to the purchaser. The purchaser’s confirmed address as mentioned on the credit card will be considered as the shipping/ billing address. The shipping address must be updated with us before purchase. We will not be responsible for any errors or inconsistencies in the shipping/billing address. No sooner than the goods are loaded on the vehicle for transportation, domestic and international, the title of the goods will stand transferred. We will not be responsible for any delivery delays or damage in transit while the goods are in possession of the carrier.

International Shipping

In case of goods being shipped outside the United States, the purchaser shall be responsible for custom clearance, duties, taxes, brokerage fees and other incidental charges applicable. It is the purchaser’s responsibility to determine if the goods are acceptable for import and use in their jurisdiction. Before we process international orders, a quote has to be issued by our representatives for the same. Export documentation requires us to mention the exact value of the goods.

Inspection upon Receipt

It is the responsibility of the purchaser/recipient to inspect the external packaging of the goods upon receipt and make a note on the waybill, or any other documents issued by the carrier/ transportation company, in case of any damage, regardless of its severity, significance or size. The purchaser/ recipient must also open the external packaging and inspect the goods completely and thoroughly for damage, unless the shipment is delivered to the purchaser’s/ recipient’s address without requirement of a signature from the purchaser/ recipient (DHL shipments). The purchaser/ recipient must note on the waybill or

other documents provided by the carrier/ transportation company any visible damage or non conformity of the goods, regardless of its severity, significance or size. The purchaser must refuse any shipment that is found in damaged condition, as a result of mishandling of goods while in possession of the carrier. Furthermore, purchaser must inform us in writing stating the damage or non conformity within 48 hours of the delivery. Failure on the part of the purchaser/ recipient to make a note of any damage, defect or any non conformity of goods or error in shipping documents will be construed as declaration by the purchaser/ recipient that they are in receipt of the goods in good condition and free from any non conformity or defect, unless the shipment is delivered to the purchaser's/ recipient's address without requirement of a signature from the purchaser/ recipient (DHL shipments). In case any damage, defect or non conformity has been noticed in goods shipped through DHL, the recipient need not sign or make a note of the defect on the waybill. In such a case a claim must be filed with DHL by the purchaser/ recipient. In such a case, we will provide assistance to the purchaser/ recipient.

Limited Warranty

The manufacturer's warranty is 'part only,' unless it is indicated below. The warranty is effective from the date of purchase and warrants the product as being free from any defect of material or workmanship as follows:

Welders, Plasma Cutters and Multi-Purpose Welders (5 years' coverage for parts and labor)

In case of any malfunction or defect, the purchaser/ recipient must immediately contact EVERLAST™ INC. to locate a repair facility and obtain a RMA (return or missing) number. Any goods that have not received a RMA number will be refused and returned to the purchaser/ recipient at the cost of the purchaser/ recipient. It should be noted that if the product has not been returned in the original packaging and without any accompanying set of components, it will not be attended to. Whether to repair or replace the defective product, is left to our discretion. The repaired or replaced product will be sent to the purchaser by us. All costs of shipping (both ways) will be borne by us only for and within the first 30 days from the purchase date. On completion of 30 days from the purchase date, the purchaser shall be responsible for all costs of shipping and handling (both ways) that will be incurred for replacing or repairing the product. Any defective goods being returned and lost in transit will not be our responsibility. We cover labor costs only for repairs undertaken at our repair facilities or by an authorized dealer specified by us. In case of repairs undertaken by a third-party or unauthorized technicians, we will not reimburse any labor costs.

Generators (1 Year Coverage)

In case of malfunction or product failure, the responsibility of locating a repair facility and paying the labor costs incurred lies on the purchaser. Any parts required by the repair facility for the repair of the generator must be obtained from EVERLAST™ INC by the customer. The part will be shipped by EVERLAST™ to the repair facility at the expense of the customer. While EVERLAST™ will bear the replacement cost, the customer must bear the cost of shipping for the part(s).

Saunas (1 Year Coverage)

In case of any malfunction or failure of the product, it is the responsibility of the purchaser/ recipient to locate a repair facility and pay all the labor costs involved. Replacement costs for only the following parts will be covered by EVERLAST™: heaters, lights, wiring, control panel, CD player and speakers. The customer must contact EVERLAST™ in order to obtain the aforementioned parts in case they require replacement. The part will be shipped by EVERLAST™ to the customer or the repair facility at the expense of the customer. The warranty does not cover the wood material used but not limited to the benches, floors, walls, roof and moldings. The heaters carry a warranty for the life of the sauna. However, if a replacement has been

determined by our repair facility, the replacement will be shipped by EVERLAST™ to the repair facility at the expense of the customer.

The product that is repaired or replaced will be covered under the warranty for the remaining days of the warranty period beginning from the date of purchase. *For Example: If a plasma cutter is purchased by you with a 5-year warranty period, and your unit is repaired after 3 years, the repaired unit will be covered for the remaining days of the warranty period from the date of purchase, i.e. for 2 years.*

In case the repaired or replaced unit is not functioning properly, EVERLAST™ shall bear the additional shipping charges (both ways) for 30 days after the confirmed date of delivery of your replacement shipment.

We recommend that installation, assembling, repairs and maintenance should be done only by an authorized professional. The customer is required to furnish proof of the same to EVERLAST™ before any repair or replacement is carried out by us. We shall not be responsible for faulty installation and assembling or maintenance by unauthorized technicians.

Certain products that are subject to normal daily wear and tear are excluded from the manufacturer's warranty. In case of any damage, malfunction or failure of the unit arising as a result of improper handling or operating the units in a manner that is not consistent with the manufacturer's recommendations, the limited warranty will be rendered void. No consequential or incidental damage is covered under the warranty.

Suitability and Compliance

Determining whether the use and operation of any of our products, and the accompanying regulations and codes are suitable in a particular circumstance is the responsibility of the customer. We do not represent or warrant the suitability of any merchandise for any particular use or purpose. We have herein provided full and complete details and information concerning each product. The customer must not make any assumptions about any details, information or specifications that are not contained herein. We shall not be liable for any risk or recourse arising as a result of personal assumptions made by customer about matters not stated herein.

Additional Policies

The right to make any slight modification to the merchandise in an effort to improve our products is reserved by us. We may use product color other than the colors mentioned in our catalogues and other promotional materials. Every transaction shall be governed by the laws of the State of California and the resolution of any disputes shall be exclusively under the jurisdiction of the San Francisco Superior Court. The purchase of this item is a declaration that the purchaser agrees to have read and fully understood all the terms and policies stated herein. Any modification in these terms and policies will be considered invalid unless done in writing, endorsed and signed by our authorized agent.

Returns

All sales are final. Under no circumstance will we accept the return of any product. All returns that we are compelled to accept will incur a 30% stocking fee. We will not refund any shipping or handling charges, unless the wrong product has been shipped by us.

By entering this website, you agree and acknowledge that any risk arising by its use will be borne by you and not by the creators, developers or hosts, be it direct, consequential, incidental or punitive. You also agree to bear the risk of damages, loss, expenses, costs of any kind (legal and consultation fees, disbursements) which may arise, directly or indirectly, by accessing, using, browsing this website or downloading any text, data, audio, video or image from this website, including but not limited to bugs,

viruses caused do to human action or action or for malfunction of any computer system, hardware, software or phone line that results in network disconnections or delays in transmission.

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