

AAI framework agreement (draft for comment)

Antares (Europe) Limited
Knaves Beech Business Centre
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Loudwater
Buckinghamshire
HP10 9QR
UK

Name [contact name]
Company [company name]
Date [date]

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Antares Authorised Installer Agreement

Background

Thank you for wanting to partner with us. As we have discussed Antares is primarily a provider of “electrical solutions for the specialist vehicle and remote markets” and although the provider of the electrical solution, Antares has chosen not to act as an Installer and as such does not have any installation staff or facilities. This is where we believe you can add value to leads that we provide you with.

Aims and objectives

Our customer relationship is often built with the end user/operator and we want to refer this business as a turnkey solution, to you, as one of our AAI partners. We also know that you have your own customer base, and we would like you to actively sell (promote) Antares product/solutions to your customers.

The aim of this program is to appoint a number of partners that we call AAIs who offer the best product experience and contribute to the fullest geographical and market sector coverage of Antares product installers across the whole of the UK. We are looking for regional product installers as well as installers with national coverage.

We would work with you passing you referrals that match your expertise and location. In doing so our belief is that we can create a mutually beneficial relationship.

We offer AAIs preferential pricing and in-depth product training on our products at our site at low-to-zero cost (typically this would be charged at a rate of over £700 per day). We run regular product updates for our AAIs and you will have direct access to our technical teams.

Once again, thank you for your interest and partnering with us, and I look forward to a long and mutually beneficial relationship.

Yours sincerely

Mr

Title/Position

Incl: Terms agreed,
Appendix 1, Appendix 2, Appendix 3, Appendix 4, and Appendix 5.

INSTALLER AGREEMENT

1. The parties

Antares Authorised Installer (AAI)
[insert company name, address]

and

Antares (Europe) Ltd,
of Knaves Beech Business Centre, Davies Way, Loudwater, HIGH WYCOMBE, Bucks, HP10 9QR
and at www.antares.co.uk

2. Appointment

Antares would appoint the AAI as a non-exclusive installer to install and resell Antares products shown in Appendix 1,

The AAI may choose to focus their efforts within a geographical subset of the Territory, or may choose to only target certain market sectors as described in detail in Appendix 2.

In addition Antares will provide opportunities from its own marketing efforts for the AAI to fulfil.

3. Terms and Conditions of Sale

All supplies are made on the current Antares' "Standard Terms and Conditions of Sale" (PUB123), a copy of the latest version is attached in Appendix 4, and can be found at http://www.antares.co.uk/pdf/PUB119kb_Price_list.pdf. These may change from time to time and any changes will be communicated to the AAI.

In the event of any inconsistency between the "Standard Terms and Conditions of Sale" and this agreement, then the terms in this agreement shall apply.

Antares and the AAI may agree additional "special terms and conditions" and in this event any inconsistency between this agreement and "special terms and conditions" then the special terms and conditions shall apply.

Note that any terms or conditions contained in the AAI's order for the Products shall not be applicable.

4. Antares

4.1. Antares reserves the right to decline to accept any order

4.2. Antares may supply all such orders in the Territory as the AAI if for whatever cause the AAI has been unwilling or unable to satisfy within a reasonable time.

4.3. Antares may, in its complete discretion, promote the Products through participation at trade shows, trade journal advertising, and by any other promotional means.

- 4.4. Antares will provide the AAI, at its own expense, with such quantities of product brochures, specification sheets and other advertising materials as in its complete discretion deems appropriate.
- 4.5. Antares will provide training facilities and documentation necessary to sell, install, maintain and service the Products as in its complete discretion deems appropriate.
- 4.6. Antares will provide an AAI logo for the AAI to use in its promotional material. The logo cannot be altered in any way without the prior written consent of Antares.
- 4.7. Antares will provide technical assistance to the AAI for them to install, use, maintain and service the Products as in its complete discretion deems appropriate.
- 4.8. Where the project requires Antares special engineering, the lead-times specified are for guidance only and will need to be confirmed by Antares at time of order in light of the prevailing engineering resource allocation. It should also be noted that development work is by its nature unknown and as such, times quoted may be subject to variation. Antares will communicate any changes as soon as they are known.

5. The AAI

- 5.1. The AAI undertakes to purchase the Products exclusively from Antares where Antares have either introduced or transferred a client.
- 5.2. The AAI undertakes to use its best efforts to develop, promote and sell the Products in their geographical area or product expertise.
- 5.3. The AAI is encouraged to actively promote Antares product, as noted in Appendix 1. In return for this further discounts may be available.
- 5.4. The AAI undertakes to insure at its own cost all stocks of the Products until full payment is made.
- 5.5. The AAI will provide best practice in their field, and will use, wherever possible an Antares product where an Antares product exists and is suitable. Sales and promotion of any competitive product must be advised to Antares prior to sale.
- 5.6. An efficient maintenance, warranty, repair and after sales service will be provided for customers of the Products in the Territory.
- 5.7. All installation work will be warranted by the AAI for a period that will match the products or system being provided by Antares. This warranty will be return to workshop at a minimum.
- 5.8. The AAI will indemnify Antares against any and all costs, claims, demands or other liabilities made against Antares arising from or in connection with the breach of the Agreement.
- 5.9. Products sold shall remain the property of Antares until payment in full of the price invoiced has been made by the AAI, inclusive of any carriage charges, VAT or other applicable tax.
- 5.10. The AAI will commence installation of the products to the agreed timescales or in a timely manner and use all good practice to complete the installation and commissioning.
- 5.11. The AAI will respond promptly to any request for quotation for Antares products and installation. In any case no later than 5 working days

6. Prices

- 6.1. The prices for the Products shall be the latest Antares's published list prices PUB119. Antares will provide 1 month advance notice of any changes to the price list.
- 6.2. The AAI will receive an "Installer" discount from our current list price, with a further "promotion" discount being available where active promotion of Antares and the products takes place. The discount level is based upon expected annual order quantities. (See Appendix 1 for discounts and Appendix 5 for minimum purchase targets)
- 6.3. The AAI will immediately qualify for the discounts on the products defined in Appendix 1. Additional discount may apply for one off, scheduled orders of greater than 50 units please contact Antares for details.
- 6.4. In the unlikely event of extreme exchange rate movement, we reserve the right to review the discount level. We will give as much notice as possible. .

7. Payment by the AAI

The AAI shall pay the full amount invoiced to it by Antares in pounds sterling within 30 days of date of invoice without any deductions.

8. Payment of Taxes

AAI shall be responsible for the collection, remittance and payments of any or all taxes, charges, duties, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease or other distribution of the Products and Antares will not be liable for any other above.

9. Trade Marks

- 9.1. The AAI acknowledges Antares's ownership of the Trade Marks and shall do nothing during or after the termination of this Agreement which would adversely affect the validity or enforceability of the Trade Marks.
- 9.2. The AAI shall not at any time during or after termination of this Agreement adopt, use or register without the prior written consent of Antares any word or symbol or combination thereof similar to the Trade Marks.
- 9.3. Antares makes no representation or warranty either as to the validity or enforceability of the Trade Marks or as non-infringement of any intellectual property rights of third parties.
- 9.4. The AAI will immediately bring to the notice of Antares any improper or wrongful use in the Territory of the Trade Marks and the AAI will at the cost of Antares assist on being so requested by Antares in taking all steps to defend the rights of Antares including the institution at Antares's cost of any actions which it may deem necessary to commence for the protection of any of its rights.
- 9.5. The AAI will sell the Products under the Trade Mark[s] detailed in the Appendix 3 (the Trade Marks) or as packed and presented by Antares and to refrain from making any alteration or modification to the Products or promotional material supplied by Antares without Antares's prior written approval.
- 9.6. The AAI will not register or apply to register in its own name [any of] the Trade Mark[s] or designs of Antares and to cease using the Trade Mark[s] after their termination of this Agreement.

9.7. The AAI will not to use the Trade Marks as part of any corporate or trading name of the AAI or otherwise than in accordance with this Agreement.

10. Termination

10.1. This Agreement shall come into operation on the Commencement Date and shall continue in force for one year thereafter. The agreement will continue until either party terminates, without cause, by giving 90 days' notice.

10.2. Either party may give notice in writing to the other terminating this agreement with immediate effect if the other party is in breach of any of the terms hereof and (if such breach is remediable) fails to remedy such breach within 30 days of being notified.

10.3. Either party may give notice in writing to the other terminating this agreement with immediate effect if the other party enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs business and property of the other party or if a receiver is appointed of any of the party's assets or undertaking or if circumstances arise which entitle the Court of a creditor to appoint a Receiver or Manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt;

10.4. Antares may reduce the discounts shown in Appendix A with immediate effect by notice in writing if the AAI fails to achieve the agreed minimum annual purchase levels specified in Appendix 5.

10.5. Antares may terminate this agreement with immediate effect by notice in writing if the AAI, without the prior written consent of Antares, assigns transfers charges or deals in any other manner with this Agreement or its rights hereunder or part thereof, or purports to do any of the same, nor sub-contracts any or all of its obligations under this Agreement;

10.6. The parties agree that, except as required by law, that non-renewal (whether upon expiry of the initial or any subsequent period) or termination of this Agreement in accordance with its terms shall not under any circumstances give rise to any liability for the payment of any damages, compensation or indemnities of any kind whether on account of present or prospective loss of profits, for expenditures, investments or commitments or otherwise. Upon such non-renewal or termination:-

(a) all sums owing to Antares will become immediately due and payable without deduction or set-off

(b) the AAI shall cease to promote, market or advertise the Products or make any use of the Trade Marks other than for the purpose of selling stock.

(c) the AAI shall promptly return at its own cost to Antares or otherwise dispose of as Antares may instruct all samples, instruction books, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents, copies and papers whatsoever sent to the AAI and relating to Antares's business which the AAI may have in its possession under its control and Antares shall be entitled at its option to cancel orders placed by the AAI prior to the termination date which have been accepted by Antares without any liability of whatsoever nature to Antares.

(d) Subject to Clause 10 all other rights and licences of the AAI hereunder shall terminate on the termination date.

11. Actions of other parties

Any act done or omitted to be done by any person firm or company who controls, is under common control with or is controlled by the AAI which would be a breach of this Agreement if done or omitted to be done by the AAI shall be deemed to be a breach of this Agreement by the AAI.

12. No Partnership or Agency

Nothing in this Agreement shall constitute or shall be deemed to constitute a legal partnership between the parties hereto or constitute or be deemed to constitute the AAI as agent of Antares for any purpose whatsoever and the AAI shall have no authority or power to bind Antares or to contract in the name of, or create a liability against Antares in any way or for any purpose.

13. Force Majeure

13.1. Antares shall not be liable to the AAI for any loss or damage which may be suffered by the AAI as a direct or indirect result of the supply of any Products by Antares being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond Antares's reasonable control including (but not limited to) Act of God, operation of laws or regulations of any government (including but not limited to the Export of Goods (Control) Order 1994 (as amended) or the Export Administration Act 1979 (as amended) of the USA) war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, tempest, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of any goods or of raw materials therefore by Antares's normal source of supply or the manufacture of the Products by Antares's normal means or the delivery of the Products by Antares's normal route or means of delivery.

13.2. If due to such circumstances or events Antares has insufficient stocks of the Products to meet all its commitments Antares may apportion available stocks between its customers at its sole discretion.

14. Notices

Any notice required to be given shall be in writing and shall be given by delivering the same by registered or recorded mail to the address of the relevant party as set out above.

15. Confidentiality

Both parties will respect the other's customer confidentiality that may come into their possession during the course of this agreement. Breach of this confidentiality may result in termination of this agreement by the injured party.

16. Illegality and Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect, unless Antares decides in its discretion that the effect of such a declaration is to defeat the original intention of the parties, in which case Antares shall be entitled to terminate this Agreement on 30 days written notice to the AAI.

17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

18. Commencement Date

This agreement shall be effective from

.....

Signed

Signed

.....
For Antares (Europe) Ltd

.....
For AAI

Name

Name

.....
For Antares (Europe) Ltd

.....
For AAI

Draft for comment

Appendices

Appendix One

The Products and discount levels

	Annual Qty	Installer Discount	Promotion Discount
ASC, ASC+	0	0%	0%
CSR inverter range & Sprint Combi	0	0%	0%
GEL, AGM, Cranking Batteries	0	0%	0%
Sprint Combi Range	0	0%	0%
UPC charger, Ruggedised & Light Duty	0	0%	0%
Instrumentation & Gauges	0	0%	0%
DC DC Conv/Equal/chargers	0	0%	0%
Fischer Panda Gensets	0	0%	0%
Dynawatt	0	0%	0%
Dynagen	0	n/a	n/a
Supernode	0	0%	0%
Any other product	0	0%	0%

Appendix 2

The Territory

The United Kingdom

Appendix 3

The Trade Marks

Antares – engineering with answers

Appendix 4

Antares Terms & Conditions of Sale

Our conditions of sale are as detailed in PUB123 available at http://www.antares.co.uk/pdf/PUB123_Terms_and_conditions_of_sale.pdf

Appendix 5

Agreed Purchase targets

The quarters here are calendar quarters

	Q1	Q2	Q3	Q4
Value £k	X	X	X	X