

# • EVO •

## — ELEMENTS —

Dear EVO ELEMENTS dealer applicant,

Welcome and thank you for choosing EVO ELEMENTS products. In order to establish a long and successful relationship with each of our distributors, it is essential to regulate our commercial agreement in a way that guarantees a perfect and orderly distribution, in order to pass on quality and service to the final customer.

EVO ELEMENTS is committed to the success of each of our authorized dealers. Through you, we provide your customers with quality products that will give years of dependable service and lasting value. This relationship obliges both parties to respect the established commercial agreements, as well as to act with the principles of transparency and good practices for mutual benefit.

This selection of potential distributors allows discriminating those who are limited to a specific/punctual interest, to the detriment of all others. For this reason, the procedure to aim for being an official distributor for a specific territory requires filling in all the information required in the dossier "official distributor request" and sending it to [info@evoelements.com](mailto:info@evoelements.com).

Upon approval a representative will contact you with wholesale prices and further information to set up an account with us. Normal time for application approval is one week; this may be expedited according to the promptness in which we receive your application with all appropriate information submitted.

Thank you again for your interest and we look forward to working with you, receive my warmest regards.

Nicola Dinato  
President of EVO ELEMENTS





## Authorized Dealer Agreement

### **Publicity / Use of our name**

You cannot create, publish, distribute, or print any material that makes reference to EVO ELEMENTS or use our name or any of our trademarks, for any marketing or promotional materials, whether print, broadcast or electronic, without first submitting such material to EVO ELEMENTS and receiving our written consent.

EVO ELEMENTS has the legal right to refuse to sell, or allow any or all of its trademarked products to be sold to anyone who, in its opinion, may cause any harm to the image or marketability of its products.

**Relationship of Parties.** Dealers are “independent businesses” and are not considered to be employees or any form of direct agents of EVO ELEMENTS. As an independent business you are in no way authorized to represent or to make claims on behalf of EVO ELEMENTS directly, written, or otherwise expressed, without previous permission from EVO ELEMENTS.

**Modification.** We reserve the right to modify any terms and conditions contained in this Agreement at any time. Dealers may terminate this association with EVO ELEMENTS at any time, and EVO ELEMENTS may terminate your dealership at any time, with or without cause.

**Confidentiality.** Each of the parties hereto agrees to keep confidential all information including, without limitation, the terms of this Agreement, terms of the MAP policy, business and financial information, product designs, customer and vendor lists; and pricing and sales information, concerning us or you.

**Dealer Policies.** General sales conditions (for export only)

**Orders.** Orders must be placed by e-mail, indicating the customer dates and reference for each article and adjust the units per box in the references sheet.

**Prices.** Prices and conditions of sale are subject to changes without prior notice and prices for each order will be those in effect at the time of shipment. For large amounts or special orders, please contact us.

**Invoicing.** The goods are invoiced according to the current price on the delivery date. The prices are EXW Vedelago. If a proforma invoice is required, it will be valid for 15 days from the date of issue.

**Payment.** All payments must be made in advance by bank transfer. We won't accept any bank transfer charges in the payments.

VERY IMPORTANT. Due to numerous attacks and online frauds against companies, which may result in severe financial and organizational damage: We declare that EVO ELEMENTS will not request any changes regarding bank or bank account details via e-mail.

If you receive any e-mail requesting change of form of payment or bank account, we ask you not to follow these instructions and to contact us immediately.

EVO ELEMENTS is not responsible for any change of form of payment or bank account details made by the client.

If you receive any e-mail of this nature, we ask you to contact our company by phone, in order to allow us to proceed with the case and report the incident.

**Complaints.** Complaints must be made within 2 days of receiving the goods; no returns will be accepted unless fully justified and with EVO ELEMENTS consent. The goods returned must be in good condition and unused. All returns must be carriage paid. In case of error on our part, the cost will be added to the bill for repayment of transport expenses paid by the purchaser. The customer must check the state in which the goods are received. In the event of any defect, he should make the corresponding claim to the shipping company and state it on the delivery note. The act of placing an order will entail acceptance of our sales conditions. In the event of litigation, only the courts set by EVO ELEMENTS will be competent.

**Revisions.** EVO ELEMENTS shall have the right to discontinue selling any product or to alter or revise specifications, packaging or design from time to time.

**Delays in shipment.** EVO ELEMENTS will endeavor to make shipments within a reasonable time, (please allow a 3 week lead time) but shall not be liable to the Retailer for any damages, whether incidental, consequential or otherwise due to shipment delays.

**Loss in transit.** Claims of errors in shipment due to EVO ELEMENTS must be presented to EVO ELEMENTS within 2 days of the delivery of said shipment. Any damage or loss of the goods is to be noted down on the shipping receipt upon delivery. Once you receive the products and should you notice a mishandling damage, broken items, package being wet, open, etc. or should the number of packages not match those indicated in the receipt, this should be indicated in the carriers receipt slip. This easy but important step will cover you when losses or damages occur to your products. EVO ELEMENTS won't be responsible for said damages or losses during shipment. If you want to contract an all-risks shipping insurance, notify EVO ELEMENTS upon placing your order.

**Commercial sales area.** Distributors will only be allowed to sale within the country of his company registration. Although, if in isolated occasions you are required to sale outside your jurisdiction, you must inform EVO ELEMENTS to make sure no other provider has the exclusive of such area.

We \_\_\_\_\_ are committed to comply with and respect this agreement as an official distributor, accepting these conditions, restrictions and agreements set forth in this contract of good practices.

Company name

VAT number

Name of the signatory, as \_\_\_\_\_, with fiscal address in

\_\_\_\_\_

Date, signature and stamp of the company



## Official Distributor Form

1) Company's fiscal name: Tradename:  
Company Tax Code:  
Activity area:  
Date your Company started working:  
Web and accounts in other social networks:

Who are your customers? Professional from the sector Proximity distributor Home

Others, please indicate:

List the turnover of your top 5 customers and what percentage they represent on your total billing.

2) Purchasing information:

**Street:** **Province/State:**  
**City/ Town:** **Country:** **Zip:**  
**Phone:**  
**General e-mail:**

3) Shipping address (if different from the above):

**Ciry/Town:** **Province/State:** **Zip:**  
**Phone:** **Country:**

4) Contact person:

**Position:**  
**Phone:**  
**Email:**

5) Number of employees in your company:

Currently, how many of these are part of your sales team?

6) Do you belong to a business group? If yes, indicate, which one.

7) What is your annual turnover for the last three years?

8) What are your sales goals for EVO ELEMENTS products?

9) What is your commercial area (geographical)?

10) Is your interest in our products punctual or do you want to expand your portfolio?  
Why do you want to distribute our products?

11) At present, what type of product of your current portfolio (family) generates the highest level of billing?

12) From our selection of products, please select in which ones you will be interested in:

- |  |                                  |                                      |  |                                     |
|--|----------------------------------|--------------------------------------|--|-------------------------------------|
| <input type="checkbox"/> Accessories         | <input type="checkbox"/> Books   | <input type="checkbox"/> Essence     | <input type="checkbox"/> Fun                         | <input type="checkbox"/> Lio        |
| <input type="checkbox"/> Acid & Antioxidants | <input type="checkbox"/> Bread   | <input type="checkbox"/> Fresh Pasta | <input type="checkbox"/> Gelly                       | <input type="checkbox"/> Sample Kit |
| <input type="checkbox"/> Aero                | <input type="checkbox"/> Dry     | <input type="checkbox"/> Fry Rock    | <input type="checkbox"/> Icecream/Sorbet stabilizers | <input type="checkbox"/> Slipevo    |
| <input type="checkbox"/> Smoke               | <input type="checkbox"/> Spheres | <input type="checkbox"/> Sugars      | <input type="checkbox"/> Taste+                      | <input type="checkbox"/> Tools      |

13) How do you usually distribute and publicize the products to your customers?

- |   |  |                                  |                                |
|---|--|----------------------------------|--------------------------------|
| <input type="checkbox"/> Commercial visits & catalog delivery | <input type="checkbox"/> Web page          | <input type="checkbox"/> Mailing | <input type="checkbox"/> Fairs |
| <input type="checkbox"/> Physical store                       | <input type="checkbox"/> Others, Indicate: |                                  |                                |

14) Do you participate as an exhibitor in any fair? If yes, in which? Thanks for attaching a couple of examples.

15) Do you frequently purchase from other manufacturers?

- Yes  No

- |          |             |
|----------|-------------|
| A). Name | Since when? |
| B). Name | Since when? |
| C). Name | Since when? |

16) Do you export your products? If yes, to which countries? Indicate the export volume vs. National sales.

17) Do you carry out events to publicize the products you sell among your customers? If yes, what and how often?

18) Do you have a showroom?  Yes  No

Do you have a showroom with demonstrator?  Yes  No

19) Do you have technical service?  Yes  No

20) Do you use your website as a sales tool?

21) Do you regularly make mailings, newsletters informing about novelties, new products, etc.? If yes, we would appreciate to send us a couple of examples

22) Where did you hear about us?

Signature and Stamp

Date