

DEALERSHIP AGREEMENT

Saffire Grill Company and the dealer (designated below) mutually agree to the following terms and conditions:

This document includes and constitutes a “resale price maintenance agreement” (RPMA) between the dealer and Saffire Grill Co.

The dealer agrees to abide by the following terms with the understanding that any infraction may result in forfeiture of the Saffire Grill dealership as determined by Saffire Grill Company alone:

1. The dealer shall not offer Saffire Grill products for sale, or publish prices that are below the retail price as published on the current Saffire retail price list. Saffire Grills shall not be offered online in a package with free items with the exception of shipping charges. Saffire Grill Co. may occasionally authorize a specific offer for a specified period of time.
2. A dealer is allowed to offer the Saffire Grill for sale, and publish prices, at the current, established “MSP” (Minimum Sale Price), or higher, if the following conditions are met:
 - A. The discounted price may only be published and advertised in the dealer marketing area that is specified by Saffire Grill Co.
 - B. Dealer must have the Saffire Grill line on display in the same local area in which they are running the advertising.
 - C. The current MSP price must be used - as published in the current Saffire retail price list
3. Exceptions to these rules may only be made with written permission by Saffire Grill Co. for a period of time to be specified on the “Retail Price Exception” form. Saffire Grill Co. may occasionally, at its own discretion, offer, or allow, special pricing, discounts or packages on certain Saffire items for a specified period of time, and will be optional to the dealer.

The terms of this RPMA may be amended at any time by Saffire Grill Co.

Additional Terms:

Advertising Co-op funds

Co-op advertising funds will be credited to the dealers account for 50% of the portion of their advertising that is specifically for Saffire Grill products. The credit will be limited to 3% of the dealer’s annual purchases. These funds will be accrued during, and expire at the end of, each calendar year. A copy of the advertisement and an affidavit of performance is required for the release of co-op funds. Request must be made within 90 days of advertisement billing.

Criteria for eligible advertisements:

Pictorial and video: The Saffire logo must be a minimum length of 1” and fill up at least 10% of the Saffire portion of the ad.

Write-ups and audio: The “Saffire Grill (and/or Smoker)” name must be used at least 2 times and once for every 50 words used in the Saffire portion of the ad. A television ad with audio must meet the audio requirement. When the audio requirement is met the logo is not required (but recommended) in the video portion.

Saffire Grill Display Requirements

Dealers are required to maintain a large enough display to represent the current offering of the Saffire line. The display must have enough grills and signage to make a good and significant impression on the customers. The display should be large enough to reflect more energy about the line, and commitment from the dealer, than the competitors in the area. The Saffire representative will inform the dealer of the display expectations for their particular market area:

Burning Display/Demo. Grill Credit

Saffire Grill Co. will provide a credit to the dealer for a grill that is used for live demonstration purposes, at an amount of 30% of the standard dealer cost:

Here are approximate examples of the credit for a grill with cart:

SGUB15 - \$130 SGUB19 - \$180 | SGUS15 - \$170 SGUS19 - \$240
SGUB23 - \$280 | SGUS23 - \$360

The grill used for demonstration must be in addition to the two display models. One grill must be purchased at the normal dealer price before the credit is issued.

The credit shall be issued upon submission of the "Form for Demo Application" (FDA) including:
Serial Number - Photo of grill in use - Documented cooking events

Employee Grill Purchase Credit

Saffire Grill Co. will provide a credit to the dealer, for each Saffire Grill sold to their employees, for the same amount as the demo grills shown above. The employee must be involved in the sale of Saffire Grills and use the grill for his/her own cooking purposes. The dealer must sell the grill to the employee at dealer cost minus the credit amount referenced above. At least one additional Saffire grill must be purchased at the regular price before the credit will be issued for the employees unit. The credit shall be issued upon the submission of the "Employee Purchase Application" (EPA) including:

Employee info. - Serial Number - A copy of the sales invoice to the employee

Company Name:		
Street Address:	State:	Zip:
City:		
Phone:	Fax:	
E-mail:		
Principal Name:		
SIGNATURE X _____		DATE _____

Dealer Marketing Area

(This area for use by Saffire Grill Co.)

(Saffire agent) _____

Please forward this document to;

(Page 2 of 2)

Saffire Grill Co. 1102 10th St. Rockford, IL 61104