



# Attainment Company, Inc.

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Verona, Wisconsin 53593-0160 USA  
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[www.AttainmentCompany.com](http://www.AttainmentCompany.com)

## Sales Agreement

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On this day (Date \_\_\_\_\_), Attainment Co., Inc. enters an agreement with (Company name) \_\_\_\_\_ (here on referred to as reseller/dealer) to provide Attainment Co., Inc. materials for resale.

It is agreed that the reseller/dealer is an independent contractor and that the reseller/dealer is not an Attainment Co., Inc. agent, partner, franchisee, joint venturer, or employee. The reseller/dealer acknowledges and agrees that Attainment Co., Inc. may change its pricing at any time, upon thirty (30) day's notice to the reseller/dealer. Attainment Co., Inc. will honor orders, which it has received and accepted prior to the effective date of price changes.

The reseller/dealer represents that it will offer, license, and deliver the products only to end users for their use. The reseller/dealer has no right to, and agrees not to transfer the products to any third party for re-marketing.

Nothing contained in this Agreement shall give the dealer/reseller rights to any Attainment Co., Inc. or IEP Resources trademark trade name, copyright, patent, logo, or designation. The reseller/dealer will not, at any time during or after this Agreement, do anything that may adversely affect the validity or enforceability of, infringe or contribute to the infringement of, such trademarks, copyrights, patents, logos, or trade designations to any of the Attainment Co., Inc. or IEP Resources products. Reseller/dealer also agrees not to reverse engineer, de-compile, disassemble, or otherwise reproduce or alter the materials. Reseller/dealer may not modify, adapt translate, rent, lease, loan or create derivative works based upon the products or any component thereof.

Either party may terminate this Agreement at will, at any time, with or without cause, on thirty (30) days written notice to the other company. Attainment Co., Inc. may terminate this Agreement upon notice in the event that the reseller/dealer breaches this agreement.

Except for any express limited warranty on the product, or media, which may accompany a product, Attainment Co., Inc. makes no warranty, express or implied, with respect to the products, their merchantability or their fitness for any particular purpose. Attainment Co., Inc. disclaims all such implied warranties and neither assumes nor authorizes reseller/dealer to assume for Attainment Co., Inc. any other liability in connection with the sale or resale of the products under this Agreement. In no event will Attainment Co., Inc. be liable to reseller/dealer or its customers for loss of profits, loss of use, or incidental, special or consequential damages.

The reseller/dealer acknowledges that the products, and related documentation sold by Attainment Co., Inc. hereunder, are protected by copyright. Reseller/dealer will use its best efforts to preserve the copyrights in the products and related documentation and will promptly report to Attainment Co., Inc. any apparent infringement of such copyrights. Reseller/dealer will have no right to reproduce,

modify, or translate any of the products or any of the products or any of the related documentation without Attainment Co., Inc. prior written consent.

Attainment Co., Inc. reserves the right to market its products to or through any other entity at its sole discretion. Reseller/dealer understands that it holds no exclusive rights to any geographic area, customer group or product. The reseller/dealer acknowledges having read, understood, and received a copy of this agreement, and agrees to be bound by its terms.

Reseller/Dealer \_\_\_\_\_

Authorized Representative \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

- 1) Reseller/dealer purchases will be made based on the following discount: \_\_\_\_\_%.
- 2) All orders must be accompanied by a purchase order and no order is considered accepted until shipped. No minimum order is required.
- 3) Payment terms are net 30 days unless otherwise approved in writing.
- 4) Standard orders are shipped UPS ground. Overnight shipping is available upon request. Items on backorder will be shipped via the same method as the original order.
- 5) Damaged or defective merchandise may be returned for account credit within 120 days of purchase. For merchandise authorized for return for other reasons, a credit memo will be issued which will remain valid for 90 days from date of issue. A stocking fee of 15% may apply. A Return Material Authorization (RMA) must be obtained in advance for all returns. Requests for RMA's must include a description and quantity of products to be returned, date of purchase, and reason for return.