



## **North American Dealer Terms and Conditions**

### **I. General Terms:**

A. Any order accepted by AKUMA Helmets or any of its subsidiaries (hereinafter called “AKUMA”) shall be deemed to incorporate these terms and conditions. No variation or modification of, or substitution for these terms and conditions (even if included in, or referred to in, the document placing the order) shall be binding on AKUMA, unless specifically accepted by AKUMA in writing.

### **II. What to expect from AKUMA:**

Upon successful application as an Authorized Dealer, you can expect the following benefits from AKUMA:

1. Regular dealer e-mail communication
2. Listing of your company on our web site as a dealer
3. Access to dealer web site
4. Preview of upcoming products
5. Free Product Training and support
6. One promotional poster per year
7. One Dealer Catalog will be provided per year

### **III. What AKUMA expects of Dealers:**

A. AKUMA requires the following from all Registered Dealers:

1. Proof that your company is a licensed organization dealing with motorcycle parts and accessories
2. All Registered Dealers are to have a store front or a website (both are preferred), business e-mail address, and license to sell motorcycle products
3. All Registered Dealers agree not to publish anything less than manufacturer’s suggested retail price (MSRP) on the web or in literature

B. AKUMA expects the following from all Registered Dealers:

1. Regular advertising of products to customers
2. Display of products in showroom
3. Purchase a minimum of 5 helmets per month, averaging 60 per year

### **IV. Power Source:**

Helmets containing the IPS™ (integrated power system) come with a wall charger rated for US power output. Adapters and notification to customers of needed adapters for Mexico and the Caribbean is the responsibility of

the Dealer.

#### **V. Advertising:**

When advertising AKUMA products, the advertising price can not be less than the manufacture's suggested retail price (MSRP) as provided by AKUMA in USD. The AKUMA helmet line can not be auctioned off in any way that allows bidding of any kind. First time violations will receive a warning. Repeat violators will be subject to increased service fees.

#### **VI. Use of AKUMA's trademarked logos:**

The use of the Akuma, IPS, Falcon, and Firehawk trademarked logos can only be used to advertise the respective products of AKUMA. Any other use of these or any other trademarked logos of AKUMA is strictly prohibited.

#### **VII. Territory:**

As a North American Dealer of AKUMA products, you are only authorized to sell AKUMA products in North America, the Caribbean and Mexico.

#### **VIII. Termination:**

Either party can be released from this agreement with 60 days prior notice. Termination of this agreement can take place if any of the terms are violated.

#### **IX. Resolution Dispute:**

Good faith effort will be used to resolve any dispute. By accepting these terms, it is agreed that any legal action will be resolved under Texas state law.

#### **X. Payment Terms:**

The standard payment terms are "net 30." There is a 2% discount if payment is made within 10 days of the invoice date. All payments are to be made via wire transfer, company check, or credit card.

#### **XI. Delivery:**

A. Delivery will be made to the location specified on the order form and the dealer shall be responsible for all freight costs.

B. Any period or dates quoted for delivery are to be regarded as approximate only and AKUMA accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of goods. Delay due to circumstances not reasonably within the control of AKUMA shall not entitle the customer to cancel any order or to refuse to accept delivery. The risk in the goods shall pass to the customer upon delivery.

#### **XII. Return Policy:**

A. If there is a return due to a manufacturing defect, and then AKUMA will credit the Dealer for the defective helmet. Any damages due to misuse, abuse, or that have been tampered with in any way will not be credited. The helmet or other merchandise will need to be returned to AKUMA with postage paid by Dealer, unless other arrangements are made. If damage is indeed a warranty item, AKUMA will credit the Dealer's

account for the invoice price paid for the merchandise, including return shipping costs. This will be up to the discretion of AKUMA staff.

B. The warranty for the helmets is one year from the original date of customer purchase. This covers any malfunction with the IPS™ (integrated power system) and/or the components of the helmets. This does not cover personal damage of any kind. Returns without a customer receipt may not be honored.

### **XIII. Liability**

A. If the IPS™, EPS liner, or structure of the helmet is tampered with in any way, AKUMA will not be held liable for any harm, injury or death that may result. Tampering with the IPS™ can lead to fire, shock or electrocution.

B. All motorcycle helmets from AKUMA are DOT certified and street legal in the US. Some of our helmets are SNELL certified and most are ECE R22-05 certified.

### **XIV. Exemptions**

A. Any exception to the above guidelines must be requested in writing to AKUMA. Exceptions to the above rules will be approved and sent in an official letter and handled on a case by case basis. Any violation of the above mentioned guidelines is grounds for immediate termination as a Dealer of AKUMA products. These terms are subject to change without notice at the discretion of AKUMA.

B. If there are any questions about AKUMA's policies please feel free to contact us at [info@akumahelmets.com](mailto:info@akumahelmets.com) or 1-888-448-2586.