



International Distributor/Retailer Terms and Conditions

I. General Terms:

A. Any order accepted by IHT Technology, Inc. or any of its subsidiaries (hereinafter called "IHT") 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 IHT, unless specifically accepted by IHT in writing.

II. What to expect from IHT

Upon successful application as an Authorized International Distributor/Retailer, you can expect the following benefits from IHT:

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. Up to 50 free Tri-fold Brochures a year
7. Up to 5 promotional posters per year
8. Dealer Catalogs will be provided based on your business needs

III. What IHT expects of International Distributors/Retailers

A. IHT requires the following from all Registered International Distributors/Retailers:

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

B. IHT expects the following from all Registered International Distributors/Retailers:

1. Minimum purchases shall be 60 helmets per year
2. Regular advertising of products to customers
3. Display of products in showroom (if applicable)

IV. Power Source:

Helmets containing the IPS™ (integrated power system) come with a wall charger rated for US power output. Adaptors and notification to customers of needed adaptors is the responsibility of the distributor/retailer.

V. Advertising:

When advertising IHT products, the advertising price can not be less than the manufacturer's suggested retail price in USD. The IHT helmet line can not be auctioned off in any way that allows bidding of any type.

VI. Use of IHT's trademarked logos:

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

VII. Territory:

As an international distributor/retailer of IHT Motorcycle Helmets and Accessories, you are only authorized to distribute/sell IHT products in your country of origin of which your physical business is located and/or countries approved by IHT. There is no country exclusivity.

VIII. Termination:

Either party can be released from this agreement with 180 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 payment terms are 30% down when placing an order. The second payment of 30% is due after order has been assembled and prior to shipping. The final 40% is paid "net 30," 30 days after the invoice date. All payments are to be made via wire transfer only. No exceptions.

XI. Delivery:

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

B. Any period or dates quoted for delivery are to be regarded as approximate only and IHT 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 IHT 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. Customers are normally given a 30-day return period. If there is a return due to a manufacturing defect, then IHT will credit the distributor for the defective helmet. Any damages due to misuse, abuse, or that have been tampered with in any way will not be credited. Pictures of the problem in question should be sufficient for merchandise credit. If the problem is still not clear to IHT staff, the helmet or other merchandise will be returned to IHT with postage paid by distributor. If damage is indeed a warranty item, IHT will credit the distributor's account for the invoice price paid for the merchandise, including return shipping costs. This will be up to the discretion of IHT staff.

B. The warranty for the helmets is exactly one year. This covers any malfunction with the IPST[™] (integrated power system) and/or the components of the helmets. This does not cover personal damage of any kind.

XIII. Liability

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

B. All motorcycle helmets from IHT are DOT certified and street legal in the US. Some of our helmets are SNELL certified and some are ECE R22-05 certified. It is your responsibility to check with your local authorities regarding the legality of the use of each helmet in your area. IHT cannot be held responsible for any additional certifications required by countries other than the US.

XIV. Exemptions

A. Any exception to the above guidelines must be requested in writing to IHT. 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 distributor/retailer of IHT products. These terms are subject to change without notice at the discretion of IHT.

B. If there are any questions about IHT's policies please feel free to contact us at info@akumahelmets.com or 1-210-680-0059.