

**eStore Dealer Agreement Policy**  
**For Participation in American Honda's eCommerce Shopping Program**

I agree to the following:

**1. MAINTAINING TAX JURISDICTIONS**

**1A. ELECTRONIC COMMERCE PROGRAM SALES TAX REGISTRATION REQUIREMENTS**

- 1A.1. Dealer understands and agrees that, to be eligible to participate in American Honda's electronic commerce program, Dealer must be registered and authorized as a vendor or as a seller to collect sales or use tax in every taxing jurisdiction (state, local or other) in which it anticipates it will make electronic sales via American Honda's website and must attach a copy of its registration certificate(s) or sufficient other evidence of its registration with such taxing jurisdiction(s) to this Agreement. Further, Dealer's continuing participation in the electronic commerce program shall constitute a representation from the Dealer to American Honda that Dealer at all times is registered and authorized to collect such sales or use tax in all taxing jurisdictions in which it is making electronic sales via American Honda's website.
- 1A.2. Dealer covenants that it will not make any electronic sales via American Honda's website that would be situated for sales or use tax purposes to a taxing jurisdiction in which Dealer is not registered and authorized to collect same tax. In the event Dealer desires to begin making electronic sales via American Honda's website to customers in a taxing jurisdiction in which it was not registered and authorized to collect sales or use tax at the time of the execution of this Agreement, Dealer first must provide American Honda with a copy of its registration certificate or sufficient other evidence of its registration with such taxing jurisdiction.
- 1A.3. Dealer covenants that it will remit all sales or use tax collected from customers on electronic sales made via American Honda's website to the appropriate taxing jurisdiction(s).
- 1A.4. If at any time during its participation in American Honda's electronic commerce program Dealer for any reason ceases to be registered to collect sales or use tax, has its registration suspended, or otherwise is no longer authorized to make taxable sales and collect sales or use tax in any taxing jurisdiction in which it is making electronic sales via American Honda's website, Dealer immediately must provide written notice of such change in registration status to American Honda within five (5) business days of the date it ceases to be registered in the taxing jurisdiction(s).

**1B. EFFECT OF DEALER'S FAILURE TO COMPLY WITH SALES TAX REGISTRATION REQUIREMENTS**

- 1B.1. Dealer understands and agrees that its breach of any of the covenants set forth in Section 1A of this Agreement may result in the immediate termination of Dealer from American Honda's electronic commerce program. Further, upon breach by Dealer of any of the covenants set forth in Section 1A of this Agreement, American Honda will be entitled to recover from Dealer the amount of any loss, liability, claim, damage, expense (including reasonable attorneys' fees and expenses) arising directly or indirectly therefrom.
- 1B.2. The rights and remedies provided to American Honda in this Section 1B are cumulative and not alternative.

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- 2. REVIEW/EDIT DEFAULT DEALER PRICING ON THE INTERACTIVE NETWORK.**
- 3. UPDATE MY DEALER PROFILE ON THE INTERACTIVE NETWORK** to include Parts Management and its corresponding contact information.
- 4. FEE FOR eSTORE ACCESSORY AND PARTS ORDERS FILLED FROM AMERICAN HONDA PARTS CENTER THAT ARE SHIPPED TO THE CUSTOMERS' ADDRESS.**

There will be a 15% eFee on the dealer net value of the order not including freight, if you select to have the American Honda Parts Center fill an eStore order that is shipped to your customer's address. The eFee is being charged to cover Honda's additional expenses to pick, pack and ship a single customer order versus a complete dealer order. This eFee will be identified on your invoice from AHM on the line called "Handling Charge". [IT IS NOT A HANDLING CHARGE].

The eFee is NOT applied to eStore orders that are filled from American Honda Parts Center that are shipped to your dealership location.

The eFee is NOT applied to eStore orders that are filled from dealer inventory.

- 5. CREDIT CARD PROCESSING TO BE COMPLETED IN THE DEALERSHIP** using your current in-house credit card processing system to process eStore sales.

Dealer Agrees:

Dealer Name: \_\_\_\_\_ By: \_\_\_\_\_

Dealer Number: \_\_\_\_\_ Date: \_\_\_\_\_