

AdventureWorks Cycles Reseller Terms and Conditions

1. Introduction

These Reseller Terms and Conditions ("Terms") govern the relationship between AdventureWorks Cycles ("Company") and the authorized resellers ("Reseller") of AdventureWorks Cycles products ("Products"). By becoming an authorized reseller, you agree to comply with these Terms. This document outlines the rights, responsibilities, and obligations of both parties to ensure a successful and mutually beneficial partnership.

2. Authorization and Appointment

2.1. Authorization

- The Company grants the Reseller a non-exclusive, non-transferable right to market, sell, and distribute the Products within the designated territory ("Territory") specified in the Reseller Agreement.

2.2. Appointment

- The Reseller is appointed based on their ability to effectively promote and sell the Products, their market presence, and their commitment to the Company's values and standards.

3. Reseller Obligations

3.1. Marketing and Promotion

- The Reseller shall actively market and promote the Products within the Territory using ethical and lawful means.
- The Reseller shall use the Company's approved marketing materials and adhere to the Company's branding guidelines.

3.2. Sales and Distribution

- The Reseller shall maintain an adequate inventory of Products to meet customer demand.
- The Reseller shall ensure that all sales and distribution activities comply with applicable laws and regulations.

3.3. Customer Service

- The Reseller shall provide high-quality customer service, including pre-sales support, product demonstrations, and after-sales support.
- The Reseller shall handle customer inquiries, complaints, and warranty claims promptly and professionally.

3.4. Reporting and Communication

- The Reseller shall provide the Company with regular sales reports, market feedback, and any other information reasonably requested by the Company.
- The Reseller shall maintain open and effective communication with the Company regarding any issues or opportunities related to the Products.

4. Company Obligations

4.1. Product Supply

- The Company shall supply the Reseller with the Products in accordance with the terms of the Reseller Agreement.
- The Company shall ensure that the Products meet the quality standards and specifications as described in the product documentation.

4.2. Marketing Support

- The Company shall provide the Reseller with marketing materials, product information, and training to support the Reseller's sales efforts.
- The Company shall include the Reseller in any relevant marketing campaigns or promotions.

4.3. Customer Support

- The Company shall provide technical support and assistance to the Reseller for any issues related to the Products.
- The Company shall handle any escalated customer complaints or warranty claims that the Reseller is unable to resolve.

5. Pricing and Payment

5.1. Pricing

- The Company shall provide the Reseller with a price list for the Products, which may be updated periodically.
- The Reseller shall sell the Products at prices determined by the Reseller, provided that such prices do not harm the Company's brand or market position.

5.2. Payment Terms

- The Reseller shall pay for the Products in accordance with the payment terms specified in the Reseller Agreement.
- Late payments may incur interest charges as specified in the Reseller Agreement.

6. Intellectual Property

6.1. Ownership

- The Company retains all rights, title, and interest in and to its intellectual property, including trademarks, logos, product designs, and marketing materials.

6.2. Use of Intellectual Property

- The Reseller is granted a limited, non-exclusive license to use the Company's intellectual property solely for the purpose of marketing and selling the Products.
- The Reseller shall not modify, alter, or misuse the Company's intellectual property in any way.

7. Confidentiality

7.1. Confidential Information

- The Reseller shall treat all information provided by the Company as confidential, including but not limited to product specifications, pricing, marketing strategies, and customer data.

7.2. Non-Disclosure

- The Reseller shall not disclose any confidential information to third parties without the prior written consent of the Company.
- The Reseller shall take reasonable measures to protect the confidentiality of the information.

8. Term and Termination

8.1. Term

- The Reseller Agreement shall remain in effect for the term specified in the agreement, unless terminated earlier in accordance with these Terms.

8.2. Termination for Convenience

- Either party may terminate the Reseller Agreement for convenience by providing written notice to the other party at least 30 days in advance.

8.3. Termination for Cause

- The Company may terminate the Reseller Agreement immediately if the Reseller breaches any of these Terms or engages in conduct that harms the Company's reputation or interests.

8.4. Effect of Termination

- Upon termination, the Reseller shall cease all marketing and sales activities related to the Products and return any remaining inventory to the Company.
- The Reseller shall also return or destroy any confidential information and cease using the Company's intellectual property.

9. Indemnification

9.1. Reseller Indemnification

- The Reseller shall indemnify and hold harmless the Company from any claims, damages, or liabilities arising from the Reseller's breach of these Terms or any unlawful or unethical conduct.

9.2. Company Indemnification

- The Company shall indemnify and hold harmless the Reseller from any claims, damages, or liabilities arising from defects in the Products or the Company's breach of these Terms.

10. Limitation of Liability

10.1. Exclusion of Damages

- Neither party shall be liable for any indirect, incidental, or consequential damages arising from the performance or non-performance of these Terms.

10.2. Limitation of Liability

- The Company's total liability to the Reseller for any claims arising from these Terms shall not exceed the amount paid by the Reseller for the Products in the six months preceding the claim.

11. Governing Law and Dispute Resolution

11.1. Governing Law

- These Terms shall be governed by and construed in accordance with the laws of the jurisdiction specified in the Reseller Agreement.

11.2. Dispute Resolution

- Any disputes arising from these Terms shall be resolved through good faith negotiations between the parties.
- If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to mediation or arbitration as specified in the Reseller Agreement.

12. Miscellaneous

12.1. Entire Agreement

- These Terms, together with the Reseller Agreement, constitute the entire agreement between the parties and supersede any prior agreements or understandings.

12.2. Amendments

- Any amendments to these Terms must be in writing and signed by both parties.

12.3. Assignment

- The Reseller may not assign or transfer any of its rights or obligations under these Terms without the prior written consent of the Company.

12.4. Severability

- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.5. Waiver

- The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

13. Conclusion

We value our partnership with our resellers and are committed to supporting your efforts to promote and sell AdventureWorks Cycles products. If you have any questions or need further assistance, please do not hesitate to contact us. Thank you for your cooperation and dedication to our brand.