



ACDelco

AUTHORISED BATTERY STOCKIST PROGRAM

ACDELCO STOCKIST'S TRADEMARK LICENCE AGREEMENT

- Provided that each month from the date of this Agreement the Stockist purchases the minimum monthly ACDelco Battery quantity, the Stockist is granted a non-exclusive, non transferable licence to display the trade marks, service marks, word and design marks owned by General Motors Corporation and used in connection with the sale or offering for sale and servicing of ACDelco Batteries including ACDelco mark (Licensed Trade Marks).
- The Licensed Trade Marks are only to be used by the Stockist by utilising the ACDelco Materials or advertising provided or approved by GM Holden.
- The Stockist must only use the ACDelco Materials to promote and advertise ACDelco Batteries.
- The Stockist agrees not to apply to register, or cause to be registered, and to apply proper diligence to prevent its agents or anyone acting by, through or under the Stockist from applying to register or registering, any trade marks, service marks, word or design marks or trading names, business names or company names owned or used by General Motors Corporation or its subsidiaries including the Licensed Trade Marks.
- The Stockist acknowledges that General Motors Corporation or one of its subsidiaries owns the Licensed Trade Marks and ACDelco Materials and that GM Holden has the right to control the Stockist's display or use of the Licensed Trade Marks and ACDelco Materials.
- The Stockist must not adapt or modify the appearance of the Licensed Trade Marks or ACDelco Materials.
- Either party may terminate this Agreement without cause by giving the other 1 month written notice.
- GM Holden may terminate this Agreement by giving notice to the Stockist if:
 - The Stockist commits an act of bankruptcy, becomes insolvent, or takes any step to enter into a scheme of arrangement or composition with its creditors;
 - Any step is taken to wind up the Stockist (other than for the purposes of corporate restructure or amalgamation) and the application is not dismissed within twenty (20) business days, or any step is taken to make the Stockist subject to any form of external administration;
 - The Stockist ceases to carry on business; or
 - The Stockist commits a breach of any provision of this Agreement.
- On expiry or termination of this Agreement by any means, the licence granted by clause (a) will terminate.
- On expiry or termination of this Agreement, the Stockist must cease using the Licensed Trade Marks and return to GM Holden or destroy or delete, as directed by GM Holden, the ACDelco Materials in its possession or control.
- If requested by GM Holden the Stockist will provide purchase figures of ACDelco Batteries showing the monthly purchases of ACDelco Batteries by the Stockist in a form reasonably required by GM Holden.
- The Stockist releases GM Holden, its officers, directors, employees and agents from any loss, damage, claim or injury suffered by any party in relation to the use, storage or display of the ACDelco Materials or the Licensed Trade Marks or both.
- The Stockist indemnifies and keeps indemnified GM Holden, its officers, directors, employees and agents from any loss, damage, claim or injury suffered by any party in relation to the use, storage or display of the ACDelco Materials or the Licensed Trade Marks or both.
- This Agreement (and the validity and enforceability of this Agreement) is governed by and to be interpreted in accordance with the laws of the State of Victoria and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria and the federal courts of the Commonwealth of Australia.



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WHAT YOU RECEIVE WHEN APPROVED

- ACDelco Battery Stockist identification:
 - Outdoor Metal Sign
 - ACDelco door mat
 - Battery Display stand
 - 2 pack of ACDelco fender cover
 - Large corflute sign (1200 x 900mm)
 - Small corflute sign (600 x 450mm)
 - Set of nostalgic retro metal signs
 - 2 x ACDelco caps
 - 2 ACDelco Polo shirts
- Your business listed on the ACDelco Website.
- Customer enquiry link via the ACDelco toll free number
- Supply of battery catalogues, flyers and point of sale material.
- Advertising subsidy to support ACDelco approved press, radio, flyers. To the value of \$1000 (50% subsidy ACDelco / 50% ACDelco Distributor. Subject to pre-approved ACDelco only ads.)
- Regular calls from Distributor and ACDelco representatives.
- Communication from ACDelco in relation to product, promotions etc.
- Product training and support for Trade nights / openings etc.
- Ability to have your business name, details, overprinted on promotional material ie: flyers,calendars etc.
- Authority to use ACDelco logo on letterheads, stationary etc.

Reseller Agreement/ Requirements

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| <input type="checkbox"/> Agree to initially stock a minimum of 100 ACDelco Batteries including both Car, Truck and Marine mix. | <input type="checkbox"/> Agree to display ACDelco batteries on the supplied Battery stand prominently in counter/showroom area. |
| <input type="checkbox"/> Agree to purchase a minimum of 100 batteries per month for the first 12 months after signing this agreement. | <input type="checkbox"/> Agree to display Point of Sale material at all times. |
| <input type="checkbox"/> Agree to purchase a minimum average of 50 car, truck, marine Batteries per month, after the first 12 months of signing this agreement. | <input type="checkbox"/> Agree to participate in all ACDelco Battery promotions. |
| <input type="checkbox"/> ACDelco signage to be displayed in high visual areas of premises, and included on Delivery Vehicles. | <input type="checkbox"/> Agree to place a minimum of 2 press ads per year. |
| <input type="checkbox"/> Agree to actively pursue new battery business for ACDelco. | <input type="checkbox"/> Agree to utilise Welcome Pack as supplied by ACDelco. |
| | <input type="checkbox"/> Agree to maintain reseller premises in a clean and professional manner that protects the integrity of the ACDelco brand. |

Reseller Name:

Contact Name: Contact Tel No:

Business:

Email: ABN:

I acknowledge that I have read, understood and agree to the terms and conditions of this agreement.

Principal Signature: Date:

Distributor Name:.....

Distrutor Sales Manager:.....

Signature: Date:

ACDelco Representative:

Signature: Date: