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6049

CANCELLED BY WRITTEN RELEASE

Date 3-18-58

Mary E. Welty, Recorder

S. Henry Deputy

COUNTY

for record the 22 Dec.

54 at 10:00 9:

28

Wilma M. Wade

Mary E. Welty

Fee. 50¢

20pgs I/S ✓

Dealer Sales and Service • Agreement •

INTERNATIONAL HARVESTER

INTERNATIONAL

INTERNATIONAL MOTOR TRUCKS

INTERNATIONAL HARVESTER COMPANY

WITH JONES TRUCK & IMPLEMENT

DEALER

STATE OF Iowa } ss.
COUNTY OF Polk }

On this 21st day of December, 19 54,
before me W. H. LAMB
a Notary Public in and for said county and state, personally appeared O. T. Strand

☐ to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

☐ a member of the copartnership of ______________________________, personally known to me to be the identical person who executed the foregoing instrument on behalf of said copartnership, and he acknowledged that he executed the same as the voluntary act and deed of said copartnership.

☐ to me known to be the person who executed the foregoing instrument in behalf of ______________________________ and acknowledged that he executed the same as the voluntary act and deed of said individual or copartnership.

☒ to me personally known, who, being by me duly sworn did say that he is the Cr. Mgr.
(Agent or Title of Officer)
of INTERNATIONAL HARVESTER COMPANY corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said O. T. Strand acknowledged said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

W. H. Lamb
Notary Public

W. H. LAMB Iowa NOTARIAL SEAL

CONTENTS

THIS AGREEMENT, entered into this........29TH........day of...November....., 19..54.., to be effective the......29th......day of...November.., 19..54.., between INTERNATIONAL HARVESTER COMPANY, a New Jersey corporation with a District Office located at......Des Moines, Iowa......(hereinafter referred to as the "Company"), and.........Clyde Jones, an Individual, D.B.A. Jones Truck & Implement.........

(State whether an individual, partnership or corporation. If a corporation, show name of state in which incorporated. If a partnership, state names of partners.)

....

with a retail establishment for the sale of the goods covered by this agreement at......................

....Earlham

(Street Address) (Town)

...........Madison...Iowa

(County) (State)

(hereinafter referred to as the "Dealer").

General Purpose of This Agreement.

The purpose of this agreement is to govern the relations of the Company and the Dealer in the sale by the Company to the Dealer of the goods covered by this agreement and the resale of those goods by the Dealer to his customers, by setting forth in a clear and understandable way the functions and responsibilities of each of the parties to this agreement and the manner in which each party expects the other party to perform and carry out its functions and responsibilities. It is the hope of the parties that by this means, and by the full and faithful observance and performance by each of its obligations and responsibilities, a mutually satisfactory and enduring relationship between them will be established and perpetuated, a reasonable share of the sales potentialities for the types of goods covered by this agreement will be realized and the sales and service responsibilities of the Dealer to the public will be adequately performed.

The Company recognizes that a sound dealer organization is essential to its own success, and desires a stable and prosperous dealer organization.

The Company has elected to enter into this agreement with the Dealer because of its confidence in his integrity and business ability. It expects of the Dealer, and the Dealer recognizes these responsibilities, that he will actively and aggressively promote the sale at retail of the goods covered by this agreement to user-customers in his trade territory and give to the public prompt, efficient and courteous service; that he will promptly settle and pay for all goods purchased from the Company in accordance with the terms under which they have been purchased; that he will conduct his business in a manner that will reflect favorably upon the Company and its products and preserve and promote the good will for the Company and its products that has been created by the production of motor trucks of high quality and good design, by fair business practices, and by advertising, publicity and other activities.

The Dealer has elected to enter into this agreement with the Company because of his knowledge of its reputation for integrity and fair business practices and of the customer acceptance for its products. He expects of the Company, and the Company recognizes these responsibilities, that it will produce and provide, at fair prices and upon reasonable terms, motor trucks that are salable in his trade territory and of a quality and design that under normal conditions and when properly adjusted, operated and maintained, will render good service to their users, and, insofar as possible, will make such goods available in quantities to meet reasonably anticipated demands; that it will assist in creating a demand for those goods by advertising them in various advertising mediums and will assist in the sale of such goods by continuing its policy of making available to its dealers sales assistance and advice, advertising materials and campaigns and instruction in sound sales and business methods.

To carry out these objectives and define the responsibilities of each of the parties, and in consideration of the mutual agreements contained herein, the Company and the Dealer hereby agree as follows:

1. Goods Covered by This Agreement.

The provisions of this agreement shall apply to all new International Motor Trucks and equipment, attachments, accessories, and service parts therefor, delivered to the Dealer by the Company for the account of the retail establishment referred to on page 3 of this agreement, during the period from and after the effective date of this agreement until it is terminated or superseded by another written agreement between the parties.

2. Orders for Goods.

The goods covered by this agreement which the Dealer desires to purchase shall be covered by orders submitted from time to time by the Dealer to the Company, upon forms furnished by the Company.

Subject to the provisions of this agreement relating to the cancellation of the Dealer's orders and to the Section entitled "Contingencies Affecting Delivery to the Dealer," the Company's obligation to sell goods to the Dealer and the Dealer's obligation to purchase goods from the Company shall be limited to the goods described in written orders from the Dealer that are accepted by the Company.

An order from the Dealer shall not be considered as accepted until written acceptance signed by the District Manager or Assistant District Manager or Branch Manager is given to the Dealer or delivery has been made to the Dealer of goods described therein.

Section 4 of this agreement makes provision for the cancellation of orders by the Dealer in case of price increase. Except as provided in that Section, an order from the Dealer that has been accepted by the Company will not be subject to cancellation by the Dealer without the written approval of the District Manager or Assistant District Manager or Branch Manager.

The Dealer will place orders for goods a sufficient time in advance of his needs so that the Company has time for the orderly manufacture and distribution of such goods.

The Dealer consents that the Company may insert in any order received from him the prices and terms applicable to the goods described in such order and their particular descriptions, including numbers and distinguishing marks of such goods, and that he shall be bound thereby as if such details, prices, etc., had been contained in the order at the time he signed it.

3. Prices, Discounts, Terms and Freight Delivery.

Prices, discounts and terms applying to the goods ordered by the Dealer shall be those established by the Company and in effect at the time of the receipt of the Dealer's orders, provided delivery to the Dealer is made during the period for which such prices, discounts and terms are made effective by the Company's Schedule of Discounts and Terms to Dealers.

F.O.B. points applicable to the various classes of goods delivered to the Dealer shall be those established by the Company and in effect at the time of delivery. When a shipment is made from a point other than a factory, the Company reserves the right to add an amount to cover handling and transportation charges from factory to point of shipment.

When the Company delivers goods ordered by the Dealer, the Dealer will accept delivery at points of delivery selected by the Company and pay all transportation charges thereon from the F.O.B. point or points named by the Company to destination.

The Dealer agrees to reimburse the Company for all expenses incurred by the Company for boxing, crating, packing, double-decking, loading and handling goods covered by this agreement; also to pay such amount as the Company shall, in its discretion, add to its dealer net prices as a specific charge for advertising.

Prices, discounts, terms, F.O.B. points and charges for transportation and handling are subject to change at any time without notice.

Any taxes imposed by any laws of the United States, any State, territory or municipality, or other authority, which the Company may be required to pay or to reimburse to others by reason of the manufacture, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods either as a separate item or included in the invoice price of the goods, as the law may require or the Company may determine.

4. Price Changes.

If the price of any goods ordered by the Dealer shall be increased after receipt of the order by the Company and prior to the delivery of such goods, the Dealer may, by written notice to the Company at any time within ten (10) days after the notice of such price increase has been given, cancel the order insofar as it covers goods to which such price increase shall be applicable.

If the Company voluntarily reduces its price to dealers on any then current model of motor truck chassis or chassis and body combination, it will refund or credit to the Dealer's account, on all motor trucks of such model delivered to the Dealer under this agreement within four (4) months prior to such price reduction and on hand, unused and unsold in the Dealer's stock at the time such price reduction is made, an amount equal to the excess, if any, of the price charged to the Dealer, or the price resulting from a prior price reduction under this Section, for any such motor truck chassis or chassis and body combination, with attachments, optional equipment and alternate tires included therewith, over the Company's price to dealers for the same chassis or chassis and body combination with the same attachments, optional equipment and alternate tires in effect at the time of such chassis or chassis and body combination price reduction.

5. Dealer Facilities and Activities.

In order to establish and conduct his operations on a basis that should materially promote the possibilities for an enduring and profitable business, and to assure the Company that he will make every reasonable effort to obtain a fair portion of the motor truck sales potential in his trade territory and to render the service essential to the maintenance of the reputation and customer acceptance of International Motor Trucks, the Dealer agrees:

(a) To provide and maintain physical facilities reasonably adequate for the sales possibilities and service needs in the Dealer's trade territory, as follows:

(i) A building (or buildings) of acceptable appearance and sufficient size for properly displaying, assembling, handling and warehousing goods delivered to him under this agreement, and outside display area of acceptable appearance and sufficient size for used motor trucks and equipment acquired by him.

(ii) Service tool equipment and shop space, adequate to meet the ordinary service requirements of the users located in the Dealer's trade territory of International Motor Trucks and for reconditioning used motor trucks and equipment acquired by the Dealer.

(iii) Service parts bins and equipment necessary for the attractive display and efficient storage and handling of parts, attachments and accessories.

(iv) Office furniture and equipment that will enable him to maintain complete records of his business transactions, in keeping with sound business practices.

(b) To provide and maintain in good condition, in conspicuous and appropriate locations inside and outside of the retail establishment referred to on page 3 of this agreement, product and service signs identifying the retail establishment as an authorized sales and service establishment for International Motor Trucks.

(c) To engage, train and maintain sales, and service, and accounting personnel, sufficient to obtain a reasonable share of the sales possibilities for the goods covered by this agreement in his trade territory, to promptly and efficiently service such International Motor Trucks that are in use in that territory, and to maintain proper and adequate accounting records.

(d) To maintain an inventory of International Motor Trucks, attachments, service parts and accessories in keeping with the reasonable sales possibilities in his trade territory.

(e) To actively promote the sale of all goods covered by this agreement that are usable in his trade territory.

(f) To comply with the Company's policies in effect from time to time regarding the pre-delivery and after-delivery servicing of new motor trucks and equipment covered by this agreement.

6. Use of Trade Names and Signs.

The Dealer agrees not to use "International" or "Harvester" or trademark "IHC" or "IH" or any other trade name or registered trademark owned by the Company as part of his firm, trading or corporate name, nor in any advertising not approved by the Company. The Dealer further agrees upon termination of this agreement to promptly remove all signs bearing "International" or "Harvester" or trademark "IHC" or "IH" or any other trade name or registered trademark owned by the Company, and to discontinue the use of the trade names and registered trademarks of the Company in connection with any business conducted by him.

7. Estimates, Records of Sales and Inventory Reports.

To help the Company to intelligently plan its manufacturing operations, make the necessary commitments for production materials and arrangements for employment of labor, the Dealer agrees that whenever requested he will promptly furnish to the Company, on forms acceptable to it, up-to-date and accurate information regarding new goods and used motor trucks in his inventory, unfilled orders for new International Motor Trucks and estimates of his future sales of new International Motor Trucks. Such estimates shall not be binding either on the Dealer or the Company but will be used for information purposes only.

The Company will furnish to the Dealer forms for reporting the delivery to customers of new motor trucks. The Dealer agrees that upon the delivery to a customer of a new International Motor Truck he will promptly complete the applicable form and forward it to the Company's District Office.

The Dealer will maintain a record relating to each of the new International Motor Trucks (exclusive of service parts and attachments) sold by him, showing the date of delivery thereof, the name and address of the buyer and the serial number, and will furnish copies of such record to the Company at such regular intervals as the Company may request.

At any time upon request, the Dealer will give the Company's representatives full information regarding goods on hand and goods sold.

8. Company-Approved Service Parts.

The Company makes available for purchase by the Dealer service parts designed for use on International Motor Trucks. Through advertising and through maintaining a high standard of design, quality and performance, substantial good will and customer acceptance have been created for these International Motor Truck service parts. Recognizing the desirability of retaining this good will and customer acceptance, the Dealer agrees that he will not sell or offer for sale for use on International Motor Trucks, or use for the repair of International Motor Trucks, as genuine International service parts, any part or parts except parts manufactured by or for the Company or approved by the Company and designed for use on International Motor Trucks.

9. Contingencies Affecting Delivery to the Dealer.

The Company recognizes the desirability of filling orders promptly and agrees that it will at all times use its best efforts to make shipments on or before the dates specified in orders accepted from the Dealer.

The Company, however, shall not be responsible for failure to deliver goods on time or to fill orders when such delay or failure to deliver shall be the result of causes beyond the Company's reasonable control, including, but not by way of limitation, fire or other elements, war, riot, strikes or labor disturbances, shortages of materials, any order, decree, law or regulation of any court, government or governmental agency, or by the demand for any goods exceeding the Company's available supply. The Dealer hereby releases and discharges the Company from any liability for any and all damages and losses arising from the failure of the Company to deliver goods on time or to fill orders when such failure of the Company shall be the result of any of such causes.

If the demand from all sources for any of the goods covered by this agreement shall at any time exceed the Company's available supply of such goods, the quantity of such goods to be allotted to the Dealer, in order to provide for the equitable distribution of the supply, shall be determined solely by the Company. In such event the Company shall not be liable for having failed to furnish the Dealer with all or any of the goods covered by orders accepted from him.

10. Delivery, Risks of Shipment and Routing of Shipments.

Delivery of goods by the Company to a carrier consigned to the Dealer or consigned to another dealer for the account of the Dealer, or delivery to any other person other than a Company employe for the account of the Dealer, shall constitute delivery to the Dealer. After delivery the Company shall not be responsible for any loss, damage or delay during transportation. All claims for loss or damage in transit from the point of delivery shall be made by the Dealer against the carrier of the goods.

The Company reserves the right to route all shipments. Whenever the Company permits the Dealer to route any shipment, the Dealer agrees that he will select only carriers having the necessary qualifications under applicable federal and state laws and regulations, permitting them to carry the goods to be transported over the routes to be used.

11. Claims Against the Company for Shortage, Defect or Damage.

When goods are received by the Dealer he shall promptly examine them to ascertain whether they were received short, defective or damaged, and within ten (10) days of their receipt shall notify the Company in writing of all shortages, defects and damages claimed to have existed at the time of delivery. The Company will within a reasonable time after receipt of such notice investigate the claim and inform the Dealer of its findings as to the shortages, defects and damages that existed at the time of delivery and deliver to the Dealer parts to replace the parts that were short, defective or damaged at the time of delivery.

The Company will not be responsible for shortages, defects or damages at the time of delivery unless notice within ten (10) days of the receipt of the goods is given to it as provided above.

Claims for shortages and damages occurring in transit from the point of delivery shall be made by the Dealer against the carrier of the goods as provided in Section 10 of this agreement.

12. Storage.

The Dealer shall properly store and care for all goods purchased under this agreement and protect the same from injury or damage from any cause.

13. Insurance.

The Dealer shall at all times keep the goods for which he is indebted to the Company or to International Harvester Credit Corporation covered by Fire and Extended Coverage insurance for their fair insurable value, in a company or companies approved by the Company, with loss payable to the Company and International Harvester Credit Corporation as their interests may appear. The Dealer shall deliver to the Company copies of such policies or Certificates of Insurance issued by the insurers.

Insurance provided under any motor truck dealer floor plan terms of the Company shall be deemed to comply with this requirement as to new International Motor Trucks held by the Dealer under those floor plan terms.

14. Advertising and Sales Promotion.

In order to stimulate sales of its products, the Company will from time to time advertise International Motor Trucks in various advertising mediums selected by it, to the extent it considers practical and desirable.

The Company agrees that it will make available to the Dealer advertising literature, catalogs, folders, mailing pieces, newspaper mats or stereotypes, signs and other advertising material or equipment designed to assist the Dealer in promoting the sales of goods covered by this agreement. The Company reserves the right, however, to make reasonable charges to the Dealer for any such advertising material or equipment (including charges for postage or transportation) supplied to him upon his order. The Company also reserves the right to make reasonable charges to the Dealer for any motor truck registration or owners lists furnished to him. The Company may furnish certain advertising material to the Dealer without charge, but may limit the quantities of such advertising material to quantities which in the Company's judgment are commensurate with the Dealer's operations and sales possibilities. The Company will also extend to the Dealer sales promotion assistance and suggestions.

The Dealer agrees that he will appropriately and periodically advertise International Motor Trucks and that he will make full and judicious distribution of the advertising material supplied to him by the Company. The Dealer also agrees that he will maintain an up-to-date list of prospective purchasers of International Motor Trucks and will upon request furnish such list to the Company, and that he will be guided by the suggestions and requests of the Company in his advertising and sales promotion activities.

If, while this agreement remains in effect, the Company shall establish any cooperative advertising plan for its motor truck dealers, it will be made available to the Dealer, it being understood that the Company may change or withdraw any such plan at any time.

15. Customer Order Forms and Warranty Adjustments.

The Company will furnish the Dealer with a supply of printed order forms for use in reselling the goods (except service parts) covered by this agreement and containing or referring to written warranties applicable to the goods covered by this agreement. When, during the period that this agreement remains in effect, in behalf of the Company and with its authorization, the Dealer furnishes a part to a customer in fulfillment of such warranty, the Company will credit the Dealer with the Company's current net dealer cash price of the part, or at the Dealer's request, will furnish to the Dealer free of cost at his place of business a new part to replace the part furnished by the Dealer to replace the defective part. The part claimed to be defective must be exhibited to the authorized employe of the Company and returned to the Company if requested. The Company will reimburse the Dealer for the transportation costs paid by him in returning such parts to the Company at its request.

When during the period that this agreement remains in effect and within the warranty period of an International Motor Truck resold by the Dealer to a customer, upon which the Dealer has performed pre-delivery service in accordance with the Company's pre-delivery service policy in effect at the time of the delivery to the customer, the Dealer installs in the motor truck, without charge to the customer, a new part to replace a part established to the satisfaction of the Company to be defective, the Company will credit the Dealer with the reasonable labor cost to him of installing the new part upon the following basis:

(a) If the Company has established an amount to cover the labor cost of installation of the part, only the amount so established will be credited, without regard for the time required by the Dealer for installation; or

(b) If the Company has not established an amount to cover the labor cost of installation of the part, one-half of the Dealer's established customer hourly rate times the flat-rate time established by the Company in a Flat Rate Manual issued or approved by the Company for installing the part will be credited; or

(c) If the Company has not established an amount to cover the labor cost of installation of the part and has not established or approved a Flat Rate Manual time charge covering the installation of the part, one-half of the Dealer's established regular customer hourly rate times the actual time reasonably expended in making the installation will be credited.

Reimbursement to the Dealer for such labor cost shall not include any amount to cover premium or overtime labor cost, towing or hauling expense, or mileage charges or travel time.

The Company will not be under obligation to credit the Dealer with the price of the new part or to furnish a new part to replace such defective part, or to reimburse the Dealer for labor cost of installation unless the written warranty is given in the exact approved form without addition or alteration of any kind and within 30 days from the date that the Dealer furnished or furnished and installed the new part to replace such defective part he gives the Company written notice of the customer's claim under the warranty and furnishes satisfactory proof of his labor cost incurred in installing the new part. The Company shall be relieved of all liability to the Dealer if the Dealer, without the Company's consent, waives compliance by his customer with any of the conditions of said warranty.

16. Direct Sales to Governments, National Users and Fleet Operators.

The Company reserves the right to make sales of International Motor Trucks and equipment, attachments, accessories, and service parts therefor, to States and Departments thereof, to the United States Government and Departments and Agencies thereof, to purchasers for export to or use in foreign countries, and to its other dealers and distributors for use in their business, and on such sales no commission shall be allowed or paid to the Dealer.

The Company also reserves the right to sell International Motor Trucks and equipment, attachments, accessories, and service parts therefor, to National Users and Fleet Operators, and to sell International Motor Trucks and components to manufacturers of special equipment to become incorporated as a part of such special equipment, or for the repair thereof, and in such cases no commission shall be allowed or paid to the Dealer. When the Company sells a new International Motor Truck to a National User or Fleet Operator for use in the city where the Dealer's retail establishment is located, and in the opinion of the Company's District Manager the Dealer has been helpful in making such sale, the Company will pay or credit to the Dealer's account an amount not to exceed 5% of the F.O.B. factory list price of such motor truck and all equipment sold therewith, less any discount allowed on such price and less any trade allowance allowed on any property accepted in trade. The District Manager's decision as to such allowance shall be final.

17. Changes in Design.

The Company reserves the right to make changes in specifications, construction or design of International Motor Trucks and attachments at any time in such manner as it may consider necessary or advisable, and any motor trucks and attachments so changed will be accepted by the Dealer as standard construction in fulfillment of existing orders. The Company shall not be obliged to furnish the Dealer with such changes on motor trucks and attachments previously delivered.

18. Sales on Credit.

When the Company's terms to dealers provide for the extension of credit on goods covered by this agreement, the Company may at any time place a limit upon the amount of credit that will be extended to the Dealer on such goods and may at any time change any credit limit established by it.

To protect the Company when credit is extended to the Dealer on goods delivered under this agreement, it is agreed that title to such goods, with right of repossession for default, shall remain in the Company until the full purchase price shall have been paid in cash. When requested by the Company, the Dealer will execute and deliver, or cause to be executed and delivered, to the Company lien notes or contracts and such other title retention or security instruments or documents as may be required by the Company, on forms acceptable to it, covering goods on which credit has been or will be extended by the Company to the Dealer under this agreement. The Dealer agrees to pay the initial taxes imposed by law upon the privilege of executing such lien notes or contracts or other title retention or security instruments or documents, and if he fails to do so to reimburse the Company for the cost of such taxes paid by it. Such notes or contracts shall mature according to the terms in effect at the time of delivery and draw interest at the rate established by the Company and specified therein. Regardless of any terms established by the Company upon goods sold to the Dealer on credit, the Dealer's obligation for goods will become immediately due and payable whenever those goods are resold, leased or placed in use.

Prior to full payment of the purchase price, the Dealer shall have no right to sell or dispose of any goods delivered under this agreement, except in the ordinary course of retail trade for their reasonable value and upon the express condition that on or before delivery the Dealer shall secure full settlement from his customer, and the proceeds of such resale, whether in cash, property or an obligation of the customer, shall be considered the property of the Company in lieu of the goods so sold and shall be held in trust for it and subject to its order.

Nothing herein shall release the Dealer from payment for all goods ordered and delivered under this agreement, and after delivery to the Dealer said goods shall be held at the Dealer's risk and expense in respect to loss and damage from any cause and taxes and charges of any kind.

At any reasonable time, the Dealer will allow the Company's representative to enter his premises to examine his books and records with respect to any goods for which he is indebted to the Company or the International Harvester Credit Corporation, and to inspect and inventory such goods.

If the Dealer shall at any time default in the payment of the purchase price of any goods delivered to him under this agreement he hereby gives his irrevocable consent to the Company's representatives to enter the premises wherever the books and records relating to his business may be located and to examine and audit such books and records to the extent the Company's representatives may consider necessary and proper to determine fully his financial condition.

19. Collateral Security.

When the Dealer is indebted to the Company or to International Harvester Credit Corporation on past-due notes or open account, or for goods resold by the Dealer, or upon his guaranty of the payment of retail notes or contracts that are in default, he shall, when the Company requests, assign or endorse and promptly deliver to the Company, for its account or for the account of International Harvester Credit Corporation or for the account of both, sufficient good accounts, or well-secured notes, or both, to cover said indebtedness, to be held by the Company as collateral security. The Dealer agrees to pay the Company's regular collection fee of 5% of the cash collected by the Company upon such collateral accounts or notes.

In case of default in payment of any of said collateral accounts or notes so delivered, the Dealer agrees to remit cash for the full amount of the same, together with interest, within fifteen days after maturity. On payment of the Dealer's indebtedness in full, all collateral accounts and notes remaining in the possession of the Company shall be returned to the Dealer.

20. Finance Plan.

Any finance plan which the Company or a subsidiary corporation of the Company may have in force while this agreement remains in effect, covering the acceptance from the Dealer of retail contracts for direct credit to the Dealer's obligations for goods purchased under this agreement, shall be made available to the Dealer upon his application, it being understood, however, that such finance plans may be changed or withdrawn at any time without notice.

21. Accounting Records and Financial Reports.

The Dealer agrees to maintain accounting records that will at all times accurately reflect the financial condition of his business and enable him to prepare monthly operating statements. The Dealer agrees to furnish monthly financial and operating statements to the Company, on forms furnished by the Company or acceptable to it. In addition, once each year, and oftener if requested by the Company, the Dealer will furnish to the Company complete detailed financial statements.

22. Termination by Mutual Consent or by Notice.

Unless this agreement is terminated under Section 23 hereof, it shall remain in effect until it is terminated by one or both of the parties as provided in this Section, as follows:

(a) The Dealer may at any time, with or without cause, terminate this agreement by giving written notice of termination to the Company's District Manager or Assistant District Manager. Such notice of termination shall specify the date upon which the termination is to become effective and shall be given not less than four (4) months prior to such date.

(b) This agreement may be terminated at any time by mutual written consent, the effective date of termination to be as mutually agreed upon. The consent in behalf of the Company shall be executed by its District Manager or Assistant District Manager.

(c) The Company, with or without cause, may terminate this agreement on October 31st of any year by giving to the Dealer written notice of termination signed by the District Manager or Assistant District Manager. Such notice of termination shall be given to the Dealer not less than four (4) months prior to the October 31st upon which the termination is to become effective and may be given to the Dealer by:

(i) Delivery to him personally, or

(ii) By regular or registered mail, by depositing the same in the post office or a letter box in a postpaid, sealed wrapper, addressed to the Dealer at the address shown in this agreement as his retail establishment, and such notice shall be deemed to be given when the same shall be mailed.

(d) After notice of termination of this agreement is given by either party to the other, or mutual agreement to terminate is entered into, the Company, at its option, may establish terms of cash with order or C.O.D. on any or all goods thereafter delivered to the Dealer.

(e) The termination of this agreement under this Section shall, unless otherwise agreed between the parties, cancel all unfilled orders accepted from the Dealer, without liability on the part of either party.

(f) Upon the termination of this agreement by mutual consent or by notice by either party to the other party, all indebtedness of the Dealer to the Company shall become immediately due and payable.

23. Termination for Cause.

While it is the hope and expectation of the parties that this agreement will create an enduring and mutually profitable and satisfactory relation, it is recognized that circumstances may arise making it necessary for the Company to take steps to protect its interests or making it impracticable for this agreement to continue, and under which it should be immediately terminated. In order that those circumstances and the Company's rights in connection therewith may be clearly understood, it is agreed that:

(a) The Company may at its option

(1) terminate this agreement, effective at once, declare all indebtedness of the Dealer to it immediately due and payable and repossess all goods on hand for which the Dealer is indebted to it, or

(2) establish terms of cash with order or C.O.D. on goods thereafter delivered to the Dealer, or

(3) exercise any other legal remedies that are available to it,

in the event of the happening of any of the following:

(i) The Dealer defaults in the payment of any obligation owing to the Company or to International Harvester Credit Corporation, or upon demand fails to account to the Company for the proceeds of the sale of goods for which he is indebted to the Company or to International Harvester Credit Corporation.

(ii) The Dealer fails upon request to promptly furnish collateral for past-due notes or for open accounts or for goods resold by him.

(iii) The Dealer sells or makes an attempted sale or other disposition of any goods purchased under this agreement, upon which any part of the purchase price is unpaid, other than in the ordinary course of retail trade.

(iv) Loss or damage to goods in which the Company's interest has not been protected by insurance as required by Section 13 of this agreement.

(v) An assignment by the Dealer for the benefit of creditors.

(vi) The admitted insolvency of the Dealer, or any member of the Dealer's firm if a partnership, or the institution of voluntary or involuntary proceedings in bankruptcy or under other insolvency law, or for an arrangement with creditors or for corporate reorganization or for receivership or dissolution of the Dealer.

(vii) The assignment or attempted assignment of this agreement, or of any interest therein or any rights thereunder, by the Dealer without the Company's written consent.

(viii) If, without the written consent of the Company signed by the District Manager or Assistant District Manager, the Dealer shall sell or offer for sale any of the goods purchased under this agreement at or from any retail establishment other than the establishment referred to on page 3 of this agreement. Such consent shall be subject to withdrawal at any time by written notice to the Dealer signed by the District Manager or Assistant District Manager.

(ix) If the Dealer's retail establishment referred to in this agreement shall remain closed during the regular business hours of more than ten consecutive days.

(x) If the Dealer creates, or suffers to be created, a lien of any kind upon any goods purchased under this agreement for which any part of the purchase price is unpaid.

(xi) If the Dealer is a corporation and any sale, transfer, relinquishment, voluntary or involuntary, by operation of law or otherwise, of any stock of the Dealer or beneficial interest therein is effected which in the opinion of the Company effects a substantial change in the control or in the direct or indirect stock ownership of the Dealer.

(xii) If any dispute, disagreement or controversy shall arise between or among principals, partners, managers, officers or stockholders of the Dealer which, in the opinion of the Company, may adversely affect the operation, management, reputation, business or interest of the Dealer or the business or interest of the Company or the reputation of the Company's products.

(b) The exercise of one right or remedy shall not constitute an election or preclude the Company from exercising all other rights or remedies available to it under the law or provided herein.

(c) If the Company shall elect to terminate this agreement for any of the causes set forth above, the repossession of goods for which the Dealer is indebted to the Company, or the commencement of proceedings for the repossession of such goods, shall constitute notice to the Dealer of such election.

(d) Since this is a personal agreement, it shall automatically terminate:

(i) Upon the death of the Dealer if the Dealer is an individual.

(ii) Upon the death of a member of the Dealer's firm if the Dealer is a partnership.

(iii) Upon any change in the membership of the Dealer's firm if the Dealer is a partnership.

(e) The termination of this agreement under this Section shall, unless otherwise agreed between the parties, cancel all unfilled orders accepted from the Dealer, without liability on the part of either party.

24. Deliveries after Termination.

It is understood that circumstances may exist under which it will be to the mutual advantage of the parties to have goods of a class covered by this agreement delivered to the Dealer after the termination of this agreement in fulfillment of orders placed by the Dealer prior to the effective date of termination. In recognition of this fact the parties agree that the delivery to the Dealer after the termination of this agreement of goods covered by orders received from the Dealer prior to the effective date of termination or service parts covered by orders received after the effective date of termination shall not be construed as an extension or renewal of this agreement or as a waiver of the termination, but nevertheless all such transactions shall be governed by terms identical with the terms of this agreement.

25. Repurchase of Dealer's Stock and Signs upon Termination of this Agreement.

Upon termination of this agreement, the Company agrees to repurchase, F.O.B. the Company's District Office or other F.O.B. point agreed upon between the parties, and the Dealer agrees to resell and deliver all new, current, unused and salable motor trucks, equipment and attachments on hand in the Dealer's place of business that have been delivered to the Dealer under this agreement. The prices to be paid by the Company shall be the dealer prices at which they have been charged to the Dealer (but not more than the Company's current dealer prices) less a discount equal to the Company's current established cash discount to dealers, if any, and less a handling charge of 5%. In addition, the Company will make an allowance to the Dealer for transportation costs incurred on such motor trucks based on current transportation charges made by the Company for deliveries of such models of motor trucks from its District Office.

Upon termination of this agreement, the Company will repurchase from the Dealer those service parts purchased from the Company under this agreement on hand in the Dealer's place of business, which are for motor trucks that the Company then has in current production and are, in the Company's opinion, new and salable. The prices which the Company will pay for such parts shall be the Company's current F.O.B. factory unit prices to dealers, less a discount equal to the Company's current established Cash Discount to dealers, if any, on such service parts and less a handling charge of 20%. Upon request the Dealer will, at his expense, deliver such parts to the Company's District Office or nearest Parts Depot.

Upon termination of this agreement, the Company also agrees to purchase from the Dealer and the Dealer agrees to sell and deliver to the Company any removable business signs on the Dealer's building or premises that are in good condition and of a type recommended by the Company, belonging to the Dealer and bearing any trade name or registered trademark of the Company. The amount that will be allowed for each such sign will be the amount that was paid by the Dealer for such sign exclusive of any amount paid by the Company from any cooperative advertising fund, less annual depreciation of 20% of the amount paid by the Dealer. If such sign is five years old or older, the allowance will be the amount mutually agreed upon by the Company and the Dealer.

Upon termination of this agreement, the Dealer also agrees to return and deliver to the Company all catalogs, price lists, service bulletins, owners' manuals and current advertising material furnished to him by the Company. Any charges (except for transportation) paid by the Dealer to the Company for such material will be allowed to the Dealer when such material is returned to the Company.

The amount payable to the Dealer under this Section of this agreement will not be payable until the Dealer has complied with all provisions of law relating to bulk sales of merchandise, and when payable may be paid to the Dealer in cash or credited to the Dealer's notes or account or other obligations to the Company or to any subsidiary corporation of the Company, at the Company's option.

The Company shall be released from its obligation to repurchase any of the foregoing items which the Dealer is unable to deliver to the Company within thirty (30) days after termination.

26. Dealer Not Company's Agent.

The Dealer is not the Company's agent in any respect and is not authorized to incur any obligations or make any promises or representations in its behalf.

27. Parties Bound, Effect of Partial Invalidity and Assignment.

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

If any provision of this agreement, or the application of such provision, shall be held illegal or unenforceable, the remainder of the agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

This is a personal agreement, involving mutual confidence and trust, and it may not be assigned by either party without the written consent of the other party, except that the Company may, however, assign this agreement to any of its subsidiary or affiliated corporations without the consent of the Dealer.

28. Agreement Complete.

All understandings and agreements between the parties are contained in this agreement, which supersedes and terminates all previous agreements between the parties pertaining to the sale of the goods covered by this agreement. There are no oral or collateral agreements or understandings affecting this agreement. When authorized by the Company's General Office, the Company's District Manager or Assistant District Manager may enter into written agreements with the Dealer which are not inconsistent with any provision of this agreement, supplementing this agreement; but no representative of the Company, other than one of its corporate officers, is authorized in its behalf to modify, change or waive any of the provisions of this agreement or to change, add to (except by the filling in of blank lines and spaces) or erase any of the printed portion of the form upon which this agreement is prepared.

No waiver by the Company of any default in the performance of this agreement by the Dealer shall apply to or be deemed a waiver of any prior or subsequent default hereunder.

The copy of this agreement retained by the Company shall be considered the original and shall control in case of any variation between it and the duplicate retained by the Dealer.

29. Definitions.

When used herein, the term "District Office" refers to the Company's office having charge of the sale to dealers of motor trucks in the territory where the Dealer's retail establishment is located, whether such office is designated as a "District Office" or by some other name.

When used herein, the term "District Manager" refers to the manager of the Company's office having charge of the sale to dealers of motor trucks in the territory where the Dealer's retail establishment is located, whether his title be that of "District Manager" or some other title. The term "Assistant District Manager" shall refer to the assistant manager of such office of the Company.

30. Approval of Agreement.

This agreement shall not be binding upon the Company until approved in writing hereon by its District Manager or Assistant District Manager, and when so approved shall be effective from the date inserted in the heading of this agreement as the effective date.

In Witness Whereof, the parties hereto have executed this agreement in duplicate.

DEALER

Firm Name .... Jones Truck & Impl. ....

By .... Clyde Jones ....

Official Capacity or Title .... Owner ....

INTERNATIONAL HARVESTER COMPANY

By .... H. A. Frisch ....
(Company Representative)

Approved at .... Des Moines Iowa ....

this .... 10th .... day of .... December ...., 1954

By .... H. H. Johnson Asst. ....
(District Manager)

MEMORANDUM DATA

Dealer's Firm Name Jones Truck & Implement

Post Office Address Earlham

Business Point Earlham

County of Madison

State of Iowa

Railroad Shipping Point Earlham

Express Shipping Point Earlham

Motor Transport Shipping Point Earlham

Transportation Companies CRIPRR

Recommended by O. Strand
(Credit Manager)

Dec. 20, 1954
(Date)