

# Sikkens Acoat Selected Membership Enrollment Agreement

Acoat Selected

AkzoNobel



## Directions

1. Save this form to your computer first. File name should be your shop name Acoat Agreement.pdf. This enables the form to work properly and provides you with a completed copy.
2. Close form, then reopen from your computer
3. Complete form
4. Sign digitally (or print, sign, scan, and save as PDF)
5. Save form
6. E-mail completed form to [richard.fifer@akzonobel.com](mailto:richard.fifer@akzonobel.com) and cc your AkzoNobel Services Consultant.

Acoat Selected membership offers many benefits and opportunities. With those opportunities come certain obligations. Please review the enclosed information carefully to make certain that you understand and agree with the commitment required when joining the Acoat selected program.

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by and between AkzoNobel

Coatings Inc., a Delaware Corporation with an office at 1845 Maxwell Dr, Troy, MI 48084 ("AkzoNobel") and the following

"Collision Repair Center": \_\_\_\_\_

with an office at \_\_\_\_\_ City: \_\_\_\_\_

State/Prov: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Primary Contact E-mail: \_\_\_\_\_

Owner: \_\_\_\_\_ Manager: \_\_\_\_\_

Shop Website: \_\_\_\_\_ AN Services Consultant: \_\_\_\_\_

Distributor Name: \_\_\_\_\_ AN Sales Manager: \_\_\_\_\_

## RECITALS

- A. AkzoNobel is in the business of manufacturing, marketing and selling premium car refinish products under the brand name Sikkens as well as other brands and services for Collision Repair Center facilities; and
- B. AkzoNobel has instituted a program which is offered to qualifying Collision Repair Centers pursuant to which certain business information, marketing and consulting services are provided to the Collision Repair Centers (hereinafter "Sikkens Acoat Selected Program" or "Program"); and
- C. Collision Repair Center desires to be a Member in the Sikkens Acoat Selected Program

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

### 1. Overview of Sikkens Acoat selected Program

The Sikkens Acoat Selected Program has several components from which to choose based on the needs of Collision Repair Center. Many of the services are available to you for no fee from AkzoNobel, simply as a benefit of buying Sikkens brand refinish products. Other Premium Services are offered on an "a la carte" basis and there are fees associated with such services. Descriptions of available services can be found on our website at [www.acoatna.com](http://www.acoatna.com).

### 2. Appointment

AkzoNobel appoints Collision Repair Center as a Sikkens Acoat Selected Program member and Collision Repair Center accepts this appointment subject to the terms and conditions stated in this Agreement.

### 3. Term and Termination

- A. The initial term of the Agreement shall begin at the date above noted and shall expire one year thereafter. Thereafter, this Agreement will be automatically extended for successive one-year periods.
- B. AkzoNobel may terminate this Agreement at any time if Collision Repair Center fails to comply with any one of the Collision Repair Center's obligations as set forth in this Agreement. In the event Collision Repair Center fails to comply with the contractual obligations, AkzoNobel may advise Collision Repair Center of its deficiencies and permit Collision Repair Center thirty (30) days to correct same, if Collision Repair Center fails to remedy such deficiency within such thirty (30) day period, AkzoNobel may terminate this Agreement.
- C. Either party may terminate this Agreement by providing written notice thirty (30) days prior to the anniversary date of renewal. No credits will be issued for services requiring yearly fees.

**4. Obligations of Collision Center**

As a Sikkens Acoat Selected Program member, Collision Repair Center shall be obligated to the following:

- a. To qualify as a Sikkens Acoat Selected Program member, Collision Repair Center must exclusively utilize Sikkens Brand paint products. In this paragraph, the term "exclusively" means that a minimum of 90% of all Paint purchases by the Collision Repair Center will be of Sikkens Brand Paint.
- b. Collision Repair Center shall remain in good credit standing with AkzoNobel or it's designated distributor of refinish material.
- c. Collision Repair Center agrees not to solicit or hire any Services Consultant employed by AkzoNobel Coatings and assigned to their Collision Center.

The above criteria may reasonably be amended by AkzoNobel from time to time.

**5 Obligations of AkzoNobel**

As a Sikkens Acoat Selected Program member, AkzoNobel shall offer Collision Repair Center various services as determined by AkzoNobel aimed at enabling Collision Repair Center to operate more efficiently and profitably.

**6. Confidentiality**

As a member of the Sikkens Acoat Selected Program, Collision Repair Center may be providing confidential information to AkzoNobel regarding Collision Repair Center's operations and financial condition and AkzoNobel will be providing Collision Repair Center proprietary confidential information regarding methods and procedures for operating a body shop as well as consolidated financial information on all Sikkens Acoat Selected Program members (hereinafter collectively referred to as "Confidential Information"). Collision Repair Center and AkzoNobel each agree not to disclose the Confidential Information provided by the other party. Confidential Information shall not be deemed to include information which is in the public domain or was previously in the possession of the receiving party. Collision Repair Center hereby grants AkzoNobel permission to display its name, address, and contact information on the Program's website and/or in printed material used to promote members to customers. This provision shall survive the expiration or termination of this Agreement.

**7. Nature of Services**

AkzoNobel will provide in good faith to Collision Repair Center, information, suggestions and advice aimed at enabling Collision Repair Center to operate more efficiently and profitably. Collision Repair Center is under no obligation to utilize such information, suggestions and advice. AkzoNobel does not assume any liability for the results of any business decisions which are made by the Collision Repair Center in reliance upon information, suggestions or advice given to it by AkzoNobel.

**8. Trademark Usage**

Collision Repair Center shall have a limited right as a member to display the Acoat Selected trademark, logo and trade name related to the Program. Such usage shall be in strict compliance with the criteria specified by AkzoNobel. Collision Repair Center shall obtain AkzoNobel's prior written consent to any usage of the Acoat Selected trademark, logo and trade name. Upon termination of Collision Repair Center as a member, Collision Repair Center shall immediately cease all usage of the Acoat Selected trademark, logo and trade name.

**9. Governing Law and Dispute Resolution**

All disputes arising out of or in connection with the interpretation or the execution of this Agreement shall be brought and maintained in the State of Georgia and shall be decided in accordance with Georgia Law except for rules regarding conflict of laws.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

<i>For AkzoNobel use only:</i>	
Date received:	_____
Received by:	_____

***COLLISION REPAIR CENTER***

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*Signature: \_\_\_\_\_

\*Digital Signature: \_\_\_\_\_

*\*either a digital or ink signature is required*