

2019 ICA Pre-Show Special Agreement

Expires May 10, 2019 5:30pm EST

Prior to providing a Buyer with confidential information and trade secrets which include site-specific drawings and other information and services as detailed below, Sonny's Enterprises, Inc. (Seller) requires a Good-Faith, Earnest Money deposit. The proprietary information provided under this agreement remains the property of Sonny's Enterprises, Inc. and is for the sole and exclusive use of the Buyer. In the event that the Buyer is unable, due to causes beyond their control, to complete their equipment purchase, Sonny's Enterprises, Inc. will refund the Earnest Money less any fees associated, as described below.

In consideration of \$10,000.00 earnest money deposit paid to Seller, receipt of which is hereby acknowledged from Buyer, and for other good and valuable consideration, the parties agree that Seller will perform those services listed below that are requested by the Buyer, and the Buyer will be subject to the limitations imposed by the Show Special Agreement as more specifically provided below.

The parties agree that the \$10,000.00 earnest money deposit is refundable, and will only be retained by the Seller in the event that the Buyer purchases equipment from another vendor other than the Seller. In the event the Buyer does place and consummate said equipment order with the Seller within said time period (must take equipment by December 31, 2019) the Seller does hereby agree to apply 100% of the earnest money deposit towards equipment purchase. Contract **must be** executed with a \$10,000.00 deposit to Sonny's, and standard payment terms will apply. Seller agrees to provide the following, as and when requested by the Buyer:

- **FREE Site & Equipment layout** with site specific CAD drawings including one plan revision.
- **\$2500 off** shipping in the US and Canada.
- **FREE POS** with a 24 month commitment on subscription of \$349/mo. (\$9,995 Value)
- **FREE Maintenance and Repair Tool Kit and Safety kit.** (\$5500 Value)
 - Tool kit includes all the tools needed at the car wash in a lockable cabinet
 - Safety kit includes goggles, respirator, gloves, eye wash, emergency shower and more

OneWash

- **FREE** membership to Sonny's OneWash. (over \$25,000 Value)
 - See attachment for list of Member benefits. Membership begins when equipment ships.
- **Bonus Benefits** for Controls and Chemicals – annual benefit doubled (see attached)

The Buyer agrees that the information provided herein is the exclusive property of Sonny's Enterprises, Inc. and is not to be used in any manner if a final equipment purchase is not consummated with Sonny's Enterprises, Inc. Agreement is nontransferable unless agreed upon by Sonny's Enterprises, Inc. **Minimum purchase of \$150,000.00.** Show Special cannot be combined with any other discount or offer.

Buyer Signature

Buyer or Company Name

Location

Seller Signature

Company Name

Date

www.**SonnysDirect**.com

Sonny's **OneWash™** *Member Benefits*

Consulting	College	Equipment	Vacuums	Controls	Marketing	Chemistry	Parts
<p>FREE Annual Audit of your Car Wash KPIs</p> <p>Invitation to Annual 'State of the Industry' Seminar</p>	<p>FREE Unlimited College Courses</p>	<p>5% Credit on Equipment Purchases up to \$5000 Annual Credit</p>	<p>FREE Annual Turbine Swap Or 5% Credit on Vacuum System Purchases up to \$5000 Annual Credit</p>	<p>FREE Sub to Incident Tracking Reporting Suite And 5% Credit on Controls Equipment Purchases up to \$5000 Annual Credit</p> <p>Pre-Show Bonus Additional 5% credit Annual Credit to \$10,000</p>	<p>5% Credit on Mr. Foamer Signage Purchases up to \$5000 Annual Credit</p>	<p>5% Quarterly Rebate on Diamond Shine Chemical Purchases</p> <p>Pre-Show Bonus Additional 5% Annual Rebate</p>	<p>50% Off Ground Shipping and 25% Off Expedited and LTL Shipping for Online Parts Orders.</p> <p>No Questions Asked Warranty Exchanges</p>

To be completed by Sonny's:

<input type="radio"/> 2019 Agreement Opportunity : _____ SSO: _____	<input type="radio"/> 2018 Rolled Over Agreement <input type="radio"/> Payment Received <input type="radio"/> Scanned
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Terms and Conditions

1. Membership is \$5000 per year per location.
2. Membership is non-transferable unless agreed to in writing by Sonny's.
3. Member benefits are subject to change upon annual renewal of program.
4. College courses are limited to maximum of 2 seats per class.
5. Standard warranty terms and exclusions apply. See attached warranty for complete information.
6. Benefits must be used within the year and do not roll over.
7. Completed membership form must accompany agreement.

FACTORY LIMITED LIFETIME WARRANTY

Equipment manufactured by SONNY'S ENTERPRISES, INC. is warranted to be free from defect in material and workmanship. Welded metal framework and other non-moving, non-wearable fabricated metal components manufactured by SONNY'S are warranted for the life of the equipment to the original purchaser. Fabricated metal wearable surface and moving components manufactured by SONNY'S are warranted for a period of one (1) year to the original purchaser of the equipment. All components assembled to SONNY'S equipment that are manufactured by others will also be warranted by Sonnys for a period of one (1) year.

Exclusions:

The following items are excluded from the 1 year warranty: Brushes on tire brush & tire shiners, all cloth and materials including neoglide, microclean, standard cloth, drying material, and Ecofi; chain, roller and all wear items. Other restrictions may apply. All new cloth shipped with new SONNY'S equipment is warranted for a period of one (1) year or 80,000, whichever occurs first. Microclean is warranted for a period of one (1) year or 60,000 carwashes, whichever occurs first.

Wear items include, but are not limited to, shocks, cylinders, bearings, material, brushes, and any other item that requires regular greasing. Lack of required maintenance will result in denial of warranty. Wear items will be covered in the event of failure upon startup.

Blower motors not installed utilizing split bolt connectors will NOT be warrantied. Neither labor nor transportation charges are included in this warranty.

This warranty is not assignable or transferable. The warranty period begins the first day following installation or 30 days from the original invoice date, whichever occurs first. The Seller's liability shall be limited to repair or replacement of materials found to be defective within the warranty period. In the event of repair or replacement this limited warranty is noncumulative. The Purchaser must supply the Seller with immediate written notice when any defects are found. The Seller shall have the option of requiring the return of defective material to establish the Purchaser's claim.

This warranty is based upon the Purchaser's reasonable care and maintenance of the warranted equipment. It does not apply to any equipment which has been subject to misuse, including neglect, accident or exposure to harsh chemicals or chemicals that react violently with: water, organic acids (e.g. acetic acid), inorganic acids (e.g. hydrofluoric acid), oxidizing agents (e.g. peroxides), and metals (e.g. aluminum). Chemicals corrosive to: aluminum alloys, carbon steel, and other metals. Nor does it apply to any equipment which has been installed, repaired or altered by anyone not so authorized by SONNY'S. Further, the equipment must be properly installed with proper accuracy of all specified plumbing, electrical, and mechanical requirements. This warranty does not apply to normal wear and tear or routine maintenance components.

EXCEPT AS EXPRESSLY STATED HEREIN, SONNY'S SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE PURCHASE, MAINTENANCE, OR USE OF THIS EQUIPMENT INCLUDING LOSS OF PROFITS AND ALL CLAIMS FOR CONSEQUENTIAL DAMAGES. THE LIMITED WARRANTY EXPRESSED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED. SONNY'S NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION HERewith.

I have read and understand the terms of the warranty provided.

Customer Signature