



2025

# ASSOCIATE DEALER ENROLLMENT FORM AND AGREEMENT

## ASSOCIATE DEALER INFORMATION

Each Associate Dealer location must fill out a separate enrollment form.

LEGAL BUSINESS NAME					
DBA NAME					
FEDERAL TAX ID NUMBER (EIN)					
DEALER STORE ADDRESS					
P.O. BOX					
CITY		STATE		ZIP	
PHONE		FAX			
E-MAIL					

## DIRECT DEPOSIT ENROLLMENT (OPTIONAL)

Please consider direct deposit as an alternative to receiving your Premium Fuel rebate checks via the U.S. Postal Service. Direct deposit gives you faster access to your funds, and payments never get lost. Enroll in direct deposit by filling out the information below and attaching a **voided check** with matching business information. Personal bank accounts are not eligible for direct deposit.



I hereby authorize Kumho Tire USA, Inc. to send quarterly Premium Fuel Rewards via direct deposit to the account specified below.

ACCOUNT HOLDER'S NAME				
NAME OF BANK				
BANK ROUTING NUMBER				
BANK ACCOUNT NUMBER				
BANK ADDRESS				
E-M AIL FOR DEPOSIT CONFIRMATION				



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## ASSOCIATE DEALER AGREEMENT/APPROVAL

As a participating Premium Fuel Associate Dealer, I agree to all terms and guidelines of the Premium Fuel Associate Dealer Program. I understand that enrollment in Kumho’s Associate Dealer Program can be revoked at any time if I am unable to maintain said terms or guidelines. Kumho Tire has the right to withhold or modify any benefits under this program if the dealer is not in good standing with any program requirements, agreements, or policies.

I understand that Kumho has the right to change and/or revise said terms and/or guidelines at its discretion thirty (30) days after written notice.

APPLICANT NAME (PRINT)

APPLICANT (SIGNATURE)  DATE

## DESIGNATED DISTRIBUTOR INFORMATION

Only units purchased from a designated Distributor count toward program requirements and Rewards payment calculations.

DISTRIBUTOR NAME

KUMHO SOLD-TO ACCOUNT NUMBER

SERVICING WAREHOUSE ADDRESS

CITY  STATE  ZIP

DISTRIBUTOR SALESPERSON

PHONE  FAX

DISTRIBUTOR SALESPERSON E-MAIL

## DISTRIBUTOR AGREEMENT/APPROVAL

As a participating Kumho Distributor, I agree to all terms and guidelines of the Premium Fuel Program. I understand that enrollment in Kumho’s Associate Dealer Program can be revoked at the conclusion of each calendar year if this location is unable to maintain said terms and/or guidelines. I understand that Kumho has the right to change and/or revise said terms and/or guidelines at its discretion thirty (30) days after written notice. I understand that my Distributor location will be responsible for reporting all units and purchase costs for the above-named Associate Dealer.

DISTRIBUTOR SALESPERSON SIGNATURE

DISTRIBUTOR PRINCIPAL/SALES MGR SIGNATURE

DATE



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## 1. RECITALS

- A. A minimum of 36 Kumho units must be purchased in the enrollment quarter to qualify for enrollment.
- B. Kumho distributes Kumho-brand automobile and truck tires and related products (“Products”) through a dealership network established across the United States. Distributor is an Authorized Kumho Distributor of the Products.
- C. Kumho has a program in effect called the “Premium FUEL Associate Dealer Program,” as sells Products through sub-dealers who are named as “Authorized Associate Dealers.” Under the Program, Kumho provides to Authorized Associate Dealers certain marketing, promotion, and related services.
- D. Distributor and Associate Dealer desire that Kumho appoint Associate Dealer as an Authorized Associate Dealer, and Kumho is willing to effect such appointment on the terms and subject to the conditions of the Agreement. **NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:**

## 2. APPOINTMENT

- A. For the term of this Agreement, Kumho hereby appoints Associate Dealer as non-exclusive Authorized Associate Dealer of the Products.
- B. Associate Dealer hereby agrees for the term of this Agreement to use its best efforts to advertise, promote, solicit customers for, sell and service the Products, and to perform all other obligations, including sales requirements, as may be required by the Program from time to time. Kumho hereby agrees for the term of the Agreement to use its reasonable best efforts to support and assist Associate Dealer in the promotion, sale, and servicing of the Products in accordance with the Program. Kumho shall have the right to alter, amend or terminate the Program at any time in its sole discretion upon giving thirty (30) days’ written notice to Dealer and Associate Dealer. This Agreement may be terminated by either party at any time without cause upon sixty (60) days prior written notice. Such right of termination shall be absolute.
- C. Dealer understands, acknowledges, and agrees that Kumho shall retain the absolute right to designate other persons as Authorized Associate Dealers without regard to the geographical relation between the sales locations (as hereafter defined), and the business locations of such persons.
- D. Kumho and its affiliates shall retain the sole and exclusive right to the trademark “Kumho,” and any and all other trademarks, trade names and other intellectual property rights appurtenant to the Products. Associate Dealer will not use or display any such mark or name for any purpose other than promoting or advertising the sale or use of Kumho Products. Upon termination of this Agreement for any reason, Associate Dealer immediately will cease using or displaying all Kumho trademarks and trade names.
- E. Mobile tire installers are eligible for the program. Each truck a mobile dealer operates counts as a single location. Mobile installers with more than one truck will have quarterly unit targets multiplied by number of trucks operated.

## 3. WARRANTIES

- A. Associate Dealer understands that Products bearing the Kumho brand name and D. O. T. number are warranted according to applicable Kumho warranties (the “Warranties”). Associate Dealer agrees to display all Warranties according to Kumho policy and all applicable federal and state laws. Associate Dealer shall not modify the terms of any warranty.
- B. Warranty claims shall be processed and settled in accordance with Kumho Warranty procedures as established by Kumho.



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## 4. ADVERTISING AND PROMOTION

- A. Associate Dealer shall ensure that sales locations are identified at all times during the term of this Agreement by prominent display of properly maintained Kumho signs and other Kumho point-of-sale materials supplied to Associate Dealer by Kumho.
- B. Advertising and promotional items must be current and meet Kumho Tire standards.

## 5. DURATION OF AGREEMENT/TERMINATION

- A. This agreement shall become effective when signed by Associate Dealer, Dealer authorized representative and an officer of Kumho, and shall continue in full force and effect for so long as Dealer is an authorized Kumho Dealer unless terminated as provided herein.
- B. Notwithstanding the provisions of Section 5(A), this Agreement may be terminated by either party at any time without cause upon sixty (60) days prior written notice. Such right of termination shall be absolute.
- C. Associate Dealers must remain enrolled with their selected Kumho Distributor for a minimum of a 12-month period prior to becoming eligible for a transfer between Kumho Distributors. Associate Dealers may submit compelling explanations for an early Distributor transfer via a Distributor Change Form. Kumho Tire will provide final approval/denial for any early Distributor transfer requests.
- D. Upon termination or expiration of this Agreement, Associate Dealer will no longer be an Authorized Associate Dealer and shall not, from that date, hold itself out to the public as such in any way whatsoever, whether expressly or by implication. Associate Dealer shall cooperate fully with Kumho and its authorized agents in removing any signs furnished by Kumho to Associate Dealer.
- E. Dealers who did not earn a bonus in the calendar year will be required to re-enroll after year's end.

## 6. GENERAL

- A. Kumho shall not be liable to either Distributor or Associate Dealer for any breach of contract or other damage arising out of or caused by the act of omission of either Distributor or Associate Dealer.
- B. The parties agree that Associate Dealer is an independent contractor and not an employee or agent of Kumho or Distributor. Associate Dealer has paid no fee in connection with this Agreement and is not a franchisee of Kumho or Distributor.
- C. This agreement shall be governed by and construed under the laws of the State of Georgia. **This Associate Dealer Agreement (the "Agreement") is made and entered into as of the [redacted] day of [redacted], 20 [redacted], by and between Kumho Tire USA, Inc. a Georgia Corporation ("Kumho"), having its principal place of business at 133 Peachtree Street NE Suite 2800, Atlanta, GA 30303, and the Distributor and Associate Dealer identified below.**

[redacted]

Associate Dealer Authorized (Signature)

[redacted]

Dealer Authorized (Print)

[redacted]

Distributor Name Associated

[redacted]

Kumho Sold - To - Number