

GLOBAL SAP NEW ACCOUNT INFORMATION SHEET



All information must be completed!

SAP Account ID: _____

COMPANY BILLING INFORMATION:

Company Name:			
DBA Name/Store # (if applicable):			
Bill to Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Contact Person (for billing questions):			
Telephone:	Fax:	E-mail:	
<i>Please Note: All Generac authorized customers must have the ability to receive electronic invoices. Please provide your email address to ensure electronic invoices are sent to the appropriate contact.</i>			

SALES TAX STATUS:

This is an exempt account (exemption certificates required for each ship-to state your company expects to be tax free)

This is a taxable account

Sales tax will automatically be charged in any ship-to state where Generac has a requirement to collect tax unless a Reseller's Exemption Certificate is provided for that particular ship-to state in advance of sale.

*Generac has an obligation to collect tax in Canada if we are the importer of record.

SHIPPING INFORMATION: (All orders will be shipped to this address unless otherwise specified)

Check one: **Same as BILLING INFORMATION** **Use information provided below:**

Company Ship To Name:			
Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Contact Name:		Telephone:	

FREIGHT FOWARDER CONTACT INFORMATION: (If applicable)

Freight Forwarder Name:			
Address:			
City:	State/Province:	Zip/Postal Code:	Country:
Contact Name:		Telephone:	E-mail:

KEY CONTACT INFORMATION: (To add additional contacts call your Generac Inside Sales Representative at (262) 544-4811)

All customers must have the ability to receive Generac communications via e-mail.

Name:		Title:	
Phone:		Fax:	
E-Mail:		Cell Phone/Alternate Phone #	

Submitted by: _____ Title: _____ Date: _____

For Internal Use Only

<input type="checkbox"/> Add to EW Dist. Locator	<input type="checkbox"/> Add to HW Dist. Locator	<input type="checkbox"/> Add to RES Locator	<input type="checkbox"/> Add to OPE Locator	<input type="checkbox"/> Add to Clean Energy Locator
Sales Office:		Sales Group:		Price Group:
Freight (circle one): Free Prepaid	Delivery Priority:	Buying Group (if applicable):	Cust. Group 2:	Cust. Group 3:
Trade Disc:				
Submitted by:				
Management Approval/Date:				



LOGIN REQUEST FORM

Please designate the appropriate login profile for each user:

User: Can Manage leads, view products and program announcements, etc.

Principal: In addition to User functionality, the Principal has the ability to view and de-activate all authorized site Users for your branch. In addition, the Principal can also request a login for new employees utilizing the functionality provided in the Dealer Connection.

Each employee will receive an automated response within 48 hours which contains the user ID, temporary password, and login instructions.

All fields are required to process login requests:

Company Name:		Customer Number:		
City:	State:	Zip:	Country:	
Phone Number:	Fax Number:			

Login Profile:

Employee Name:	Employee Title:	Email Address:	<input checked="" type="radio"/> Principal <input type="radio"/> User
Employee Name:	Employee Title:	Email Address:	<input type="radio"/> Principal <input checked="" type="radio"/> User
Employee Name:	Employee Title:	Email Address:	<input type="radio"/> Principal <input checked="" type="radio"/> User
Employee Name:	Employee Title:	Email Address:	<input type="radio"/> Principal <input checked="" type="radio"/> User
Employee Name:	Employee Title:	Email Address:	<input type="radio"/> Principal <input checked="" type="radio"/> User

Please duplicate this form if additional logins are required.

Certain areas of this site will limit access by means of a User ID and password. Registered users are solely responsible for maintaining the confidentiality of their account credentials (User ID and password) and bear full responsibility if another individual accesses their account without permission. Generac reserves the right to terminate access to this E-commerce site at any time and at its sole discretion without notice.

Date:	Authorized Signor Name (please print):
Authorized Signor Signature:	

Lead Generation Agreement

THIS AGREEMENT is made as of the ____ day of _____, 20____ by and between Generac Power Systems, Inc. (“Generac”), a Wisconsin corporation, located at S45 W29290 Highway 59, Waukesha, Wisconsin 53189, and [Name], a [State of Formation] [Entity Type], located at [Address], (“Contractor” and together with Generac, the “Parties”).

1.1 Generation and Use of Leads. Generac shall provide to Contractor certain information concerning potential customers for Generac products, including, without limitation, customer names and contact information (“Leads”). Contractor shall use the Leads solely for the purpose of contacting such Leads, conducting free in-home consultations to such Leads and generating sales of Generac products to such Leads.

1.2 Scope. This Agreement is non-exclusive, and Generac has the absolute right to provide Leads to other persons and entities in the same geographic area as Contractor or within any other geographic area. Neither Contractor nor its employees and agents are or will be the agents or representatives of Generac for any purpose whatsoever. Contractor, its employees or agents are not granted by this Agreement or otherwise any expressed or implied right or authority to assume or create any obligation or responsibility on behalf of Generac.

2.1 Insurance. Contractor shall maintain in effect during the term hereof and for a period of no less than five years thereafter commercial general liability insurance with a recognized carrier providing aggregate coverage of not less than \$2 million and not less than \$1 million per occurrence. Such policies will include Generac as an additional insured and a certificate of insurance will be provided to Generac upon request.

2.2 Training. In order to provide and develop qualified personnel, Contractor shall send appropriate personnel, at its own expense, to training programs required by Generac, and it is expressly understood between the Parties that Generac will not send its personnel to Contractor for any training.

2.3 Indemnification. Contractor agrees to indemnify, defend, and hold harmless Generac and its parent entities, officers, directors, employees, agents, affiliates, successors, and assigns against any losses, claims, damages, liabilities, costs and expenses (including attorneys’ fees, costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers) arising out of or relating to any claim alleging or relating to: (a) Contractor’s or its agents’ violation of this Agreement or applicable law, (b) any act or omission of Contractor or its agents, or (c) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Contractor or its agents.

2.4 Compliance with Laws. Contractor agrees that in performing pursuant to this Agreement and operating its business it has not and will not violate any applicable law, regulation, ordinance, code, rule, order or other requirement or rule of law of any governmental authority, including, without limitation, the U.S. Foreign Corrupt Practices Act. Without limiting the generality of the foregoing, Contractor and its agents shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business and to perform its obligations under this Agreement.

3.1 Confidential Information. “Confidential Information” means any business or technical information, whether or not stored in any medium, relating to Generac’s business (and those of its parent and affiliate companies, suppliers and customers) including, but not limited to, Leads, equipment, software, designs, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers and contracts, inventions, applications, methodologies and other know-how which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to Generac. Confidential Information includes original information supplied by Generac, as well as all copies and any reports, analyses, products and other materials derived from or containing such original information.

3.2 Duty of Non-Disclosure. Contractor agrees to treat the Confidential Information as confidential to and as the property of Generac and to use the same degree of care that Contractor uses to protect its own confidential and proprietary information of like kind (but in no event less than reasonable care) to prevent disclosure of the Confidential Information. Contractor will use the Confidential Information only for the purposes set forth herein. Contractor will not disclose Confidential Information except to Contractor's directors, officers, employees and contractors who have a need to know such Confidential Information. Contractor shall be liable for the failure of any of its directors, officers, employees and contractors to whom Confidential Information is disclosed to comply with Contractor's obligations hereunder.

3.3 Trademarks and Marketing Material. Contractor shall use Generac trademarks only with the express written consent of Generac. Any approved use by Contractor shall conform to and be in accordance with Generac's standards, specifications and instructions.

4.1 Termination. Either Party may terminate this Agreement immediately upon notice. Upon termination of this Agreement, Contractor shall immediately stop use of the Confidential Information, Generac's trademarks and other intellectual property and destroy any materials containing Confidential Information.

4.2 Consequential Losses. Under no circumstances shall Generac be liable to Contractor for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any performance under or breach of this Agreement or by reason of termination of this Agreement for compensation, reimbursement or damages of any type for any reason.

4.3 Applicable Law. This Agreement shall be construed, enforced, and performed in accordance with the laws of the State of Wisconsin without reference to the principles of conflicts of laws. Notwithstanding the foregoing, the Parties agree that Chapter 135 of the Wisconsin Statutes does not apply to or govern this Agreement.

4.4 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties on the subject matter hereof. Neither of the Parties shall be bound by any conditions, definitions, representations, or warranties with respect to the subject matter of this Agreement, other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing, signed by a duly authorized representative of the Party to be bound thereby. This Agreement shall supersede any prior agreements between the Parties related to the subject matter of this Agreement.

4.5 Severability/Waiver. The illegality or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any remaining terms hereof. The failure of either Party at any time to require performance by the other Party of any of the provisions herein shall not operate as a waiver of the right of such Party to require strict performance of the same or other provisions hereof at a later time.

4.6 Arbitration. Unless otherwise mandated by applicable law, any dispute that cannot be amicably resolved shall be heard, settled and decided under the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date thereof by one arbitrator selected by the Parties in good faith. If the Parties cannot agree on the choice of arbitrator, the arbitrator shall be appointed by the American Arbitration Association. Such arbitration shall be conducted in English and in Waukesha, WI.

IN WITNESS WHEREOF, Generac and Contractor have caused this Agreement to be executed by their duly authorized employees, as of the day and year first above written.

GENERAC POWER SYSTEMS, INC.
(Generac)

(Contractor)

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____

Title: _____