Dated ..... *19*.....

Ford Motor Company of Finland Oy

WITH

Retail Sub — Dealer's Agreement

HELSINGFORS
FINLAND

Certificate to be completed by Dealer before presenting Agreement for Approval:

The qualifications and premises of the within mentioned Dealer have been personally inspected and I/we certify that the said Dealer is a properly established Motor Trader and qualified to render Ford Facilities.

Signed: .....

Address: .....

H. 2. 50. Eng. 3. 32.

These Marginal notes are for convenience only and do not form part of the Agreement.

MEMORANDUM OF AGREEMENT made this ..... day of .....

One thousand Nine hundred and ..... between Ford Motor Company of Finland O/Y, Helsingfors,

Finland, hereinafter called the Company of the one part and .....

.....

hereinafter called the Dealer of the other part. Whereas this Agreement is one of a large number of agreements entered into or to be entered into between the Company and Dealers in motor cars containing Clauses similar to those hereinafter set out AND WHEREAS strict observance by such Dealers of their respective Agreements is essential to the succes of the Company's undertaking AND whereas any breach by the Dealer of any of the provisions hereinafter contained on his part to be observed will necessarily inflict serious damage on the Company the extent whereof will be difficult of ascertainment. And whereas the parties hereto have therefore agreed upon the various sums hereinafter expressed to be payable as liquidated damages as being fair and reasonable estimates of the damage likely to accrue to the Company from the breach of the respective provisions hereinafter contained NOW THIS AGREEMENT WITNESSETH —

Export Prohibited.

(1) (a) The Company during the term of this Agreement will sell its Cars Trucks Chassis and parts thereof (also Model T and TT parts) hereinafter sometimes called »the product» to the Dealer for retail sale and use to residents in ..... for use therein.

(b) In the event of the Dealer selling the Company's product for export or to any person in ..... who either transports or disposes of such product so that it is delivered beyond ..... within three calendar months from the date of delivery by the Dealer the Dealer will repay to the Company all gross profits discounts and rebates received by or allowed to the Dealer or paid by the Company in connection therewith.

Contract.

(2) (a) The Dealer will purchase from the Company and take delivery of not less than ..... Ford Cars Trucks or Chassis during the months as per the following Schedule: —

Purchase Schedule.

	Pass.	Comm.		Pass.	Comm.		Pass	Comm.		Pass.	Comm.
January, 19	.....		April, 19	.....		July, 19	.....		October, 19	.....	
February, »	.....		May, »	.....		Aug., »	.....		November, »	.....	
March, »	.....		June, »	.....		Sept., »	.....		December, »	.....	

Failure to purchase and take delivery of Cars Trucks or Chassis as above specified shall give the Company the right to terminate this Agreement and such termination and forfeiture by the Dealer of the Deposits referred to in sub-clause (b) of this clause shall be (without prejudice to the Company's right under any clause hereof) the limit of liability on the part of the Dealer for breach of this sub-clause.

Deposit.

(b) The Dealer will deposit with the Company upon the execution hereof the sum of one thousand (1.000) Finnish marks as a guarantee of the full and faithful performance by the Dealer of all the terms and conditions of this Agreement. The Company may apply the whole or any part thereof toward the liquidation of any due accounts or any other legitimate claims arising by reason of the Dealer failing to perform all or any of the obligations of this Agreement: the balance of the said deposit shall be returned to the Dealer at the termination of this Agreement. If the Dealer shall commit any breach of this Agreement the said deposit may at the option of the Company be unconditionally forfeited to the Company.

Premises.

(3) (a) The Dealer will maintain on his own account and at his own expense a place of business efficiently staffed in ..... for the purpose of conducting the sale of the Company's products and executing efficient repairs and rendering all necessary facilities in connection therewith. Such place of business shall include Garage Showroom and a clean and properly equipped Repair Shop stocked with an adequate supply of renewal parts in accordance with the provisions of Clause 6. The dealer will send to Facilities and Sale Schools of the Company such members of his staff as the Company may deem necessary from time to time. The Dealer will affix a notice to his premises in a conspicuous position and in such form as may be prescribed by the Company stating that he is a Dealer in the Company's product.

Delivery Charge.

(b) The Dealer will maintain such fixed charge for transportation of Cars Trucks or Chassis from the Company's Factory to the place of delivery to the retail customer as the Company shall from time to time establish and communicate to the Dealer.

Advertising.

(c) The Dealer will advertise the Company's product effectively in such manner as the Company shall from time to time communicate to the Dealer and the Dealer will expend on such advertising a sum not less than one per cent. of the retail list price of each Car Truck or Chassis contracted for under Clause 2a hereof. The Dealer will not alter or interfere with or add to the design or working of any Car Truck or Chassis. He will give his immediate and careful attention to all enquiries and will not advertise or trade in the Company's product in such a way as to cause annoyance or injury to the Company or to any of its duly appointed Dealers and will instantly withdraw any advertisement on being notified by the Company that objection is taken to same and will not repeat any such advertisement or publish any form of advertisement containing matter to which the Company has objected. The Dealer will if requested produce printer's proofs of all advertisements and such other information as the Company may require. In no circumstances will the Dealer be permitted to use the name »Ford» as part of his firm or corporate name. When the Agreement of the Dealer is cancelled or terminated he agrees to remove immediately all Ford signs and discontinue all forms of Ford advertising except such general advertising of used vehicles repairs and service as is permissible to any motor trader.

Demonstrators.

(d) The Dealer will within one calendar month from date hereof purchase and thereafter during the currency of this Agreement keep in stock in proper running condition and good clean order and repair not less than

....

....

....

purchased by the Dealer from the Company during the currency of this Agreement for the sole purpose of demonstration to intending purchasers. Provided that with the written permission of the Company the Dealer may elect not to assume or retain any obligations under this Sub-Clause and in such case the Dealer shall not be entitled to receive any rebate under Clause 5 hereof.

Stock.

(e) The Dealer will maintain for the purposes of exhibition during the whole period of the Agreement the following stock of new standard Cars Trucks and Chassis of current model and will forthwith and from time to time during the currency of this Agreement make such purchases from the Company upon all the terms of this Agreement (making payment in accordance with Clause 18 hereof) as shall be necessary to maintain such stock for the said purpose that is to say: —

....

....

....

....

Consignment Stocking Plan.

(f) The Company may at its option on the request of the Dealer from time to time deliver on consignment to the Dealer all or any of the Cars Trucks and Chassis necessary to maintain the said stock mentioned in Clause 3 (e) of this clause upon terms that payment to the Company in cash for every such Car Truck or Chassis shall be made as follows: —

(1) Fortwith upon termination of this Agreement from any cause whatsoever.

(2) Forthwith upon the Dealer selling it or parting with its possession or granting any Bill of Sale lien or charge in respect of it or permitting any execution or distress to be levied upon it.

(3) Forthwith upon its being used for demonstration purposes or becoming soiled or for any reason whatsoever unsuitable for retail sale as a new Car Truck or Chassis from stock.

(4) In any event within 60 days from the date when it was invoiced to the Dealer.

Provided that all Cars Trucks or Chassis delivered on consignment in pursuance of this sub-Clause shall be purchased by the dealer upon all the terms of this Agreement and whilst in his possession shall be fully insured by the Dealer provided also that nothing in this Sub-Clause contained shall relieve the Dealer of his obligation to purchase for cash all Cars Trucks and Chassis necessary to maintain the said stock which shall not be sold to him by the Company on consignment as aforesaid.

(5) Provided also that the legal property in each car truck or chassis so sold on consignment shall remain in the Company until the Company is paid in cash in full for the same as provided in clause 18 of this Agreement, but nothing herein shall prevent the Company from maintaining an action to recover the price of each car, truck or chassis, immediately such price shall become payable.

(g) If the Dealer shall sell any Car Truck or Chassis purchased under this Agreement before the same has been in actual use for two calendar months the Dealer will sell such Car Truck or Chassis strictly in accordance with the terms of this Agreement.

Repairs.

(h) The Dealer will execute any repairs to any Car Truck or Chassis at such charges as shall be scheduled by the Company and communicated to the Dealer from time to time.

In the event of the Dealer failing to carry out any of the foregoing undertakings then the Company shall have the right to terminate this Agreement forthwith without prejudice to any claims which may arise under the provisions hereof.

Wholesale Prices. (Cars).

(4) The Dealer will purchase from the Company upon and subject to all the terms and conditions of this Agreement Cars Trucks and Chassis at the wholesale prices detailed in the annexed schedule. Provided that such wholesale prices may at any time and from time to time be increased reduced or varied by the Company at its absolute and unfettered discretion and in this Agreement the expression wholesale Prices shall

mean such wholesale prices as may be increased reduced or varied as aforesaid. Delivery of all Cars Trucks or Chassis to be taken at the Company's Works or if at the request of the Dealer delivery is made otherwise then all expenses and freight charges to be paid and borne by the Dealer which expenses shall (in accordance with the provisions of Clause 3 b and 7 hereof) be charged by the Dealer to the ultimate purchasers of the Cars Trucks or Chassis.

Rebates.

(5) At the expiration or termination of this Agreement (except termination by the Company by reason of any wilful breach of any term hereof by the Dealer) and subject to the full and faithful observance and performance by the Dealer of all the provisions hereof the Company will pay the Dealer the following rebates on the wholesale price of Cars Trucks or Chassis purchased by and delivered to the Dealer within the meaning of Clause 2 a hereof: —

If total number of cars trucks or chassis is or exceeds fifteen	One half per cent
If total number of cars trucks or chassis is or exceeds twenty	One per cent
If total number of cars trucks or chassis is or exceeds thirty	One and a half per cent
If total number of cars trucks or chassis is or exceeds forty	Two per cent
If total number of cars trucks or chassis is or exceeds fifty	Two and one fourth per cent
If total number of cars trucks or chassis is or exceeds seventyfive	Two and a half per cent
If total number of cars trucks or chassis is or exceeds onehundred	Two and three fourth per cent
If total number of cars trucks or chassis is or exceeds onehundredandtwentyfive	Three per cent
If total number of cars trucks or chassis is or exceeds onehundredandfifty	Three and one fourth per cent
If total number of cars trucks or chassis is or exceeds onehundredandseventyfive	Three and a half per cent
If total number of cars trucks or chassis is or exceeds twohundred	Four per cent
If total number of cars trucks or chassis is or exceeds twohundredandfifty	Four and a half per cent

Always provided

That The Company shall and is hereby authorised by the Dealer so to deduct therefrom any sum due to the Company by the Dealer.

Discount. (Parts).

(6) The Company will allow to the Dealer a discount of 33 1/3 % (thirthythree and one third per cent) from the list price current at date of delivery of parts of Model T and TT of Model A, AF and AA and later models of Cars Trucks and Chassis when ordered in Dealers MONTHLY STOCK ORDER. For all other orders for parts on aforesaid models the Company will allow to the Dealer a discount of 25 % (twentyfive per cent) only from the retail list price current at date of delivery. Provided that the Company may at any time increase reduce or vary the rates of discount and the list price of all parts at its absolute and unfettered discretion. The Dealer agrees to maintain during the currency of this Agreement a stock of spare parts to a net value of .....

Stock of Parts.

The Dealer shall purchase all parts and accessories listed in the Company's Spare Parts Catalogue exclusively from the Company and shall not use sell or recommend similar parts manufactured by others.

On the determination of the Agreement by the Company the Dealer may return and the Company will accept for credit at the current prices specified by the Company for such parts less the current rate of discount allowed by the Company to Dealers in respect thereof all or any such parts purchased from it during the currency of this Agreement provided that they be in new and undamaged condition. The Company shall be the sole judge as to condition.

Notwithstanding anything herein contained the Company reserves the right to designate certain parts assemblies of parts or accessories from the price of which a discount less than those already enumerated will be allowed such discounts to be determined by the Company.

Retail Price Maintenance (Cars).

(7) The Dealer will not offer for sale or sell or supply without the previous consent of the Company in writing any Car Truck or Chassis at a price above or below the advertised retail list price thereof current on the date of delivery to the retail purchaser plus freight charges and delivery expenses from the Company's works or warehouses in Helsingfors or elsewhere to place of delivery nor by paying commission to any person or rendering any service or by purchasing at an excessive price in connection with the transaction any goods of any kind or supplying any goods either gratis or at reduced prices or doing or permitting any other act soever directly or indirectly reduce the said retail list prices. In the event of breach of this Clause the Company shall have the right immediately to terminate this Agreement and the Dealer shall pay to the Company the sum of tenthousand (10.000) Finnish marks as liquidated damages for every such breach such sum being the agreed damages which the Company will sustain.

Retail Price Maintenance (Parts).

(8) The Dealer will not offer for sale or sell or supply any Ford parts at prices other than the advertised Retail List Prices thereof current at date of sale nor by paying commission to any person or rendering any service or supplying any goods either gratis or at reduced prices or doing or permitting any other act soever directly or indirectly reduce the said retail list prices. In the event of the breach of this Clause the Company shall have the right immediately to terminate this Agreement and the Dealer shall pay to the Company in respect of each part sold a sum equal to three times the retail list price thereof as liquidated damages such sum being the agreed damages that the Company will sustain.

Employee Defined.

(9) The Dealer will not pay any commission in respect of the sale of the product except to persons whose whole time is *bona-fide* devoted to the service of the Company or the Dealer. In the event of breach of this Clause the Company shall have the right immediately to terminate this Agreement and the Dealer shall pay to the Company in respect of each breach the same damages that would be payable under Clauses 7 and 8 respectively if the said sale had been also a breach thereof.

Wholesale Sales Prohibited.

(10) The Dealer will not without the consent in writing of the Company supply or sell or offer for sale on any terms whatsoever any Cars Trucks or Chassis for re-sale or to any persons or firms engaged in the motor industry and in the event of breach of this Clause the Company shall have the right immediately to terminate this Agreement and the Dealer shall pay to the Company in respect of each sale the same sum that would be payable if such sale were a breach of Clauses 7 or 8 respectively as liquidated damages such sum being the agreed damages which the Company will sustain.

Fleet Owners Purchase Terms. Government Contracts.

(11) The Dealer may allow retail purchasers of Cars or Trucks who are owners of Pleets within the meaning of any regulations from time to time prescribed by the Company such special discount (if any) as the Company may from time to time authorize in writing.

(12) The Company reserves the exclusive right to sell its Cars, Trucks and/or Chassis to the Government and to Owners of Fleets of more than 49 Cars and/or Trucks within the meaning of any regulations relating to Fleet Owners from time to time prescribed by the Company and the Dealer shall not negotiate or tender for the sale of any of the Company's products to the Government or to any such Fleet Owner without previously obtaining the consent of the Company in writing.

(13) If any sale or act by the Dealer shall constitute a breach of more than one of the provisions herein contained on the part of the Dealer to be observed the Company shall not be entitled to the agreed amount of damages under more than one of such provisions in respect of the same wrongful sale or act provided that this Clause shall not in any other respect prejudice the Company's rights under this Agreement and shall not effect the operation of Clause 14 hereof.

Discount Repayable on Breach.

(14) On any breach of Clauses 7, 8, 9 or 10 hereof in addition to any agreed damages payable by the Dealer thereunder the amount of any gross profit received by the Dealer and of any discount allowed by the Company to the Dealer in respect of the Car Truck Chassis or parts so sold by the Dealer in breach of such Clauses respectively or in connection with which such breaches may have occurred shall become immediately payable by the Dealer to the Company.

Company's Warranty.

(15) The Company sells its products to the Dealer without warranty or conditions express or implied as to quality or fitness. The Company however gives to the retail purchaser of any of its products in lieu of any implied warranty or conditions on his purchase an express warranty in such terms as the Company from time to time determines.

(16) In consideration of the payment by the Company to the Dealer of a sum equal to 25 % (twentyfive per cent) of the established retail list price of any part replaced or repaired by the Company under the terms of the warranty given by the Company to the retail purchaser the Dealer undertakes to furnish the labour involved in dismantling exchanging and replacing the said part as mentioned in the warranty. The Dealer will perform such labour efficiently and indemnify the Company in respect of any claim which may arise in respect of such labour.

Delay in Delivery and Variation in Prices.

(17) NOTHING contained in this Agreement imposes upon the Company any obligation to accept any order for any of its products from the Dealer or to deliver any of its products to the Dealer.

If during the period of this Agreement orders for Cars Trucks Chassis or parts are sent to and accepted by the Company such orders shall be deemed to be accepted subject to and upon the condition that the Company is under no liability for failure to deliver or delay in delivery from whatsoever cause arising and that retail prices trade prices and discounts are subject to change after acceptance of the order and before delivery is made in which event the Dealer shall be notified and he shall have the right to cancel such order or orders.

In the case of a reduction in retail price of any unchanged model of Cars, Trucks or Chassis the Company will allow the Dealer the difference between the old and the new wholesale prices of such Cars, Trucks or Chassis as were delivered to the Dealer within sixty days immediately before such reduction and shall remain in his possession unused and unsold at the date of such reduction and in no other case.

In the event of the Company not making delivery of any Cars Trucks or Chassis ordered by the Dealer within forty days of the receipt by it of such order then the Dealer shall have the right to cancel such order and in calculating the total number of Cars Trucks or Chassis to be purchased by the Dealer in accordance with the provisions of Clause 2 hereof it shall be considered that all Cars Trucks or Chassis ordered by the Dealer and not delivered by the Company as aforesaid shall have been purchased by the Dealer but no rebate shall be payable thereon nor shall such Cars Trucks or Chassis be deemed to qualify other Cars Trucks or Chassis actually taken for the payment of rebate.

IT IS HEREBY EXPRESSLY AGREED that upon the expiration or termination of this Agreement from any cause whatsoever the Company shall be at liberty by notice in writing to the Dealer given within seven days after such expiration or determination to cancel each and every contract for the sale of any of the Companys products made during the term of this Agreement and thereupon the Company shall be under no obligation of any kind to make delivery of any product so contracted to be sold or under any liability of any kind whatsoever for damages or otherwise in respect of the non-delivery from any cause whatsoever (including causes within the Company's control) of any of its products which the Company shall during the term of this Agreement have contracted to deliver.

Payment.

(18) The cars trucks or chassis purchased under this agreement shall be paid for in cash by the Dealer to the Company at the Company's wholesale prices as detailed in the annexed schedule or such altered wholesale prices as shall be ruling at the time of delivery.

Such payment shall be made (except only in the case of cars, trucks or chassis delivered on consignment in pursuance of Clause 3 hereof) before delivery or dispatch. All cars, trucks or chassis so sold as well as all cars, trucks or chassis delivered on consignment by the Company to the dealer shall be and remain the legal and exclusive property of the Company until full payment thereof, whether the same be evidenced by draft, cheque or otherwise, shall be paid in money to the Company. Full and complete authority is hereby vested in the Company at its discretion at any time without having to state any reason or to give any notice in advance to the dealer or to attend to any legal formalities or process of law to retake or cause to be retaken in its custody or possession and permanently at its option to retain and dispose of all and any unpaid- for cars, trucks or chassis sold by the Company or delivered on consignment and all liability of the Company to the dealer on the contract for sale or for delivery of such cars, trucks or chassis shall in such case cease and determine.

Claims.

(19) No claims regarding errors in despatch or invoicing will be recognised by the Company unless notification in writing be given to the Company by the Dealer within ten days after the receipt of the goods by him. The responsibilities of the Company for any and all damage to Cars Trucks or Chassis or other goods cease upon delivery thereof to the Dealer's accredited representative the transportation company or departure from the Company's works or warehouse in accordance with instructions received from the Dealer.

Exhibitions and Competitions Prohibited.

(20) The Cars Trucks or Chassis sold under this Agreement are only supplied by the Company upon condition that they are not to be exhibited at any exhibition or entered or run in any competition or competitive trial without the written permission of the Company. In case of any breach of these provisions the Dealer shall pay to the Company a sum of twentythousand (20.000) Finnish marks such sum being the agreed damages the Company will sustain. Any sum due in respect of such damages may be assigned by the Company to anyone.

Dealer will Report Sales.

Dealer is not Agent.

Termination.

(21) The Dealer will not remove or alter the Company's number plate or other numbers or marks affixed to any Car Truck or Chassis and when any Car Truck or Chassis purchased under this Agreement is sold by him whether retail or wholesale he will forthwith report such sale to the Company giving the engine number and description of each Car Truck or Chassis sold the date of sale and name and address of purchaser.

(22) The Dealer is in no way the legal representative or agent of the Company and has no right or authority from it to assume any obligation of any kind expressed or implied on behalf of it or to bind it thereby and shall not represent himself to be the agent or representative of the Company.

(23) This Agreement cannot be assigned by the Dealer to anyone and excepting as to the provisions of Clauses 1 b, 7, 8, 9, 10, 17, 20 and 21 expires ..... and may be terminated by either party on the breach of any of the terms hereof by the other party by notice in writing to such other party; notice of termination shall be considered as served upon the same being mailed in a registered letter to such other party at their regular postal address. The Company shall have the right instantly to terminate this Agreement at any time upon the occurrence of any of the following events.

(a) Any Act of Bankruptcy compounding or arranging with Creditors or execution of Bill of Sale by the Dealer or if any execution or distress is levied upon any goods of the Dealer.

(b) Death of the Dealer or any change in the address or in the constitution of his business by dissolution of partnership or otherwise or being a Limited Liability Company death of or vacation of office by any Director or substantial alteration in the identity of its shareholders its executive or its management.

(c) If the Dealer being a Limited Liability Company is wound up either compulsorily or voluntarily or a Receiver of its assets is appointed.

(24) This Agreement is made in triplicate and is not valid unless bearing the signature of a duly authorised officer of the Company. No Agreement other than stated upon the face of this instrument or hereunto attached and made part hereof by the mutual consent of the parties hereto shall be valid or binding upon either of the parties hereto.

(25) Upon the termination of this Agreement for any cause whatever the continuance by the Company to supply its product shall not be construed as a renewal of this Agreement for any specified period of time but all orders accepted by the Company and all sales of the Company's product effected by the Dealer after such termination shall be governed by the terms hereof.

(26) Any relaxation of these terms or time or indulgence granted by the Company to the Dealer and any neglect or failure by the Company to enforce any of the terms of this Agreement shall not be construed as a waiver of any of the Company's rights hereunder and shall not prejudice or affect any of the Company's strict rights hereunder.

(27) Upon the termination of this Agreement in any circumstances all liability on the part of the Company shall except as to matters to the date of such determination cease and determine and the Dealer shall have no claim to commission or damage notwithstanding transactions may take place with parties with whom the Dealer dealt during the currency of this Agreement.

IN WITNESS WHEREOF the Company has caused this Agreement to be signed by its duly authorised executive officer and the Dealer has caused his hand to be affixed the day and year first above written.

Signature of Dealer :—

.....

.....

.....

Witness to Signature of Dealer :—

Name .....

Address .....

Ford Motor Company of Finland Oy

..... *Manager*

Printed by A.-B. F. Tilgmann