

## **DEALER INFORMATION PACKAGE**

We appreciate your interest in becoming a **HENRY BUILDING SYSTEMS DEALER**. I would like to take this opportunity to tell you about Henry Building Systems and the products & services you could add to your present business.

With the rapid technological changes in the building industry, the successful dealer needs a partnership with a leading manufacturer to insure competitive prices, complete product lines, service and delivery that are second to none in the industry.

Because Henry Building Systems is the manufacturer, we eliminate the distributor, which is common with other manufacturers; we eliminate dealership fees and franchise fees. But most important, we offer you the leading quality building in the industry. The building system that has garnered the reputation as “simply being the strongest in the industry.”

We offer Henry building Systems dealers the complete line of Henry building Systems Products; Commercial, Farm/Utility Buildings, and Animal Confinement. When a Henry Buildings Systems arrives to a job site it's a complete turnkey building, not a stripped down building requiring numerous accessories which may price you out of the market.

There are some very specific things Henry Building Systems expects from their dealers. These have shown Henry Buildings Systems over the years to insure dealer success. The following is required.

1. Purchase two complete sales kits with starting literature (cost: \$250.00), all updates and follow-up literature is free.
2. Henry Building Systems signage prominently displayed in front of dealership (HBS will provide the artwork).
3. Vehicle logos with your telephone number (cost: \$135.00 each).
4. Yellow Page listing in your area (Henry Building Systems will furnish the required artwork).
5. A dealer display, where you hang a vehicle from a truss system as seen in the enclosed literature, (cost: \$2,500.00).

Henry Building Systems offers competitively priced all-steel and steel-wood buildings, but most importantly Henry Building Systems offers the high-profit margin dealers need to be successful (see actual example attached) with the profit potential of 15% on the HBS building plus the high profit on construction by your company.

By becoming a Henry Building Systems dealer, you will have behind you years of experience in selling; pricing, design, fabrication, and erecting the finest steel clear span buildings.

## Henry Building Systems Dealer Packet

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#### See Other Henry Building Systems Programs:

- Henry Building Systems Catalog
- Henry Building Systems Marketing Packet
- Henry Building Systems Construction Packet
- Henry Building Systems Salesman Packet
- Attachments International Dealer Packet

## **CONFIDENTIAL DOCUMENTS:**

THESE DOCUMENTS ARE THE PROPERTY OF HENRY BUILDING SYSTEMS. THESE DOCUMENTS SHALL BE TREATED AS CONFIDENTIAL INFORMATION AND MAY NOT BE COPIED, REPRODUCED OR TRANSFERRED IN WHOLE OR IN PART TO ANY OTHER FORM, NOR MAY ANY USE BE MADE OF THEM WHATSOEVER WITHOUT EXPRESSED WRITTEN PERMISSION FROM HENRY BUILDING SYSTEMS.

THESE DOCUMENTS AND ALL REPRODUCTIONS, ETC. OF THEM SHALL BE PROMPTLY RETURNED TO HENRY BUILDING SYSTEMS UPON REQUEST.

## **Henry Building Systems Authorized Dealer Agreement**

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Henry Building Systems: The "Nations Strongest Buildings"

Henry Building Systems prides itself as the "Nations Strongest Building". Our clear span buildings met or exceed codes nationwide. Engineered to last 100 years, you can be confident they will stand the test of time as well as almost anything Mother nature has to offer.

More than 20 years of dedicated experience has made Henry Buildings the most cost effective and easy to erect buildings anywhere. Owners and contractors benefit from our straightforward designs that generally take two-thirds the time of a conventional construction. Our easy to follow blueprints and marked parts make erecting a Henry Building a snap!

Made and shipped factory direct from Pelican Rapids, MN, Henry Buildings cover a wide range of customer needs such as: residential- homes and tool sheds, commercial- airplane hangers and grain storage facilities, or industrial- factories and mini storage complexes. Pre-painted, durable roof and wall panels with many options are sure to compliment any location and scenery.

Strenght, Durability, Affordability. These all add up to Henry Buildings: "The Nations Strongest Buildings"!

**APPLICATION  
FOR DEALERSHIP**

HENRY BUILDING SYSTEMS PRODUCTS DIVISION

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

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ After Hours: (\_\_\_\_) \_\_\_\_\_

Name(s) of Primary Contact(s): \_\_\_\_\_

Type of Business: ☐ Proprietorship ☐ Partnership ☐ Corporation

Incorporated State of \_\_\_\_\_ Date of \_\_\_\_\_

Total Number of Years in Business: \_\_\_\_\_

Number of Employees: ☐ Full-time \_\_\_\_\_ ☐ Part-time \_\_\_\_\_ ☐ Job Basis \_\_\_\_\_

Tax Number on Permit: \_\_\_\_\_ City/State: \_\_\_\_\_

## CORPORATE OFFICERS

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

Address:\_\_\_\_\_ Authorized to Sign P.O.: [ ] Yes [ ] No

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Home Phone:\_\_\_\_\_ Years Experience in Industry:\_\_\_\_\_

% of Active Participation:\_\_\_\_\_ Primary Function:\_\_\_\_\_

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

Address:\_\_\_\_\_ Authorized to Sign P.O.: [ ] Yes [ ] No

City:\_\_\_\_\_ State:\_\_\_\_\_ Zip:\_\_\_\_\_

Home Phone:\_\_\_\_\_ Years Experience in Industry:\_\_\_\_\_

% of Active Participation:\_\_\_\_\_ Primary Function:\_\_\_\_\_

## CAPABILITIES

	Company	Sub		Company	Sub
Excavation	[ ]	[ ]	Plumbing	[ ]	[ ]
Concrete	[ ]	[ ]	Electrical	[ ]	[ ]
Steel Erection	[ ]	[ ]	Cranes	[ ]	[ ]
Carpentry	[ ]	[ ]	Mechanical	[ ]	[ ]

Engineers [ ] Full Time [ ] Part Time [ ] On Job Basis

Draftsmen [ ] Full Time [ ] Part Time [ ] On Job Basis

Estimators [ ] Full Time [ ] Part Time [ ] On Job Basis

Designers [ ] Full Time [ ] Part Time [ ] On Job Basis

Number of Active Full Time Sales People:\_\_\_\_\_



## INSURANCE AND BONDING

Insurance Company or Agent: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Bonding  
Company: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Bonding Capacity: \$ \_\_\_\_\_

## TERRITORY

List By County The Assigned Territory That Will Be Actively Solicited:

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## TRADE INFORMATION

1) Bank: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Title: \_\_\_\_\_

2) Bank: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Title: \_\_\_\_\_

1) Primary Supplier: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Title: \_\_\_\_\_

2) Primary Supplier: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Title: \_\_\_\_\_



## SALES & ERECTION INFORMATION

Company Has Had Experience In The Following:

- ☐ Per-Engineered Building Erection
- ☐ Building to Architects Specifications

Explain: \_\_\_\_\_

Current Building Line: \_\_\_\_\_ Previous Line: \_\_\_\_\_

Current Spec. Building: \_\_\_\_\_ Previous Line: \_\_\_\_\_

Company's Annual Gross Volume In Buildings: \$ \_\_\_\_\_

Largest Single Job Company Has Ever Had Under Contract: \$ \_\_\_\_\_

When: \_\_\_\_\_ Buyer's Name: \_\_\_\_\_

Buyer's  
Address: \_\_\_\_\_  
\_\_\_\_\_

## RELEASE

On behalf of \_\_\_\_\_, I hereby make  
(Company Name)  
application to become an Independent Authorized Henry Building Systems Dealer.  
I hereby authorize release of all pertinent financial and/or trade information. All  
information within this application shall remain confidential.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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

Henry Building Systems Regional Manager Signature: \_\_\_\_\_

☐ Current Financial Statements Attached.

☐ Current Financial Statement will be mailed \_\_\_\_\_ \*\*

\*\*Note: Financials must be received prior to processing of  
application for open terms.

☐ \$250.00 Check for Sales Kit.

☐ Tax Exemption Certificate enclosed.

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### OFFICE USE ONLY:

☐ Approved      ☐ Disapproved      Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Henry Building Systems Regional Manager)

Signed: \_\_\_\_\_  
(Henry Building Systems General Manager)



This appointment is effective today and is binding upon us and our successors.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dealer:  
(DBA, HENRY BUILDING SYSTEMS)

ATTACHMENTS INTERNATIONAL

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

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

\_\_\_\_\_  
(Company Name)

Date: \_\_\_\_\_

\_\_\_\_\_

Acceptance Recommended:

\_\_\_\_\_  
City State Zip

By: \_\_\_\_\_

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

\*\*Attachments International, Inc., is a Minnesota Corporation, with its home office located in Pelican Rapids, Minnesota.



## Henry Building Systems Authorized Dealer Agreement

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Henry Building Systems (Henry Building Systems, hereafter referred to as HBS, is an operating Division of Attachments International Inc.) does hereby appoint \_\_\_\_\_ to be an Authorized HBS Dealer for the promotion and sale of such products manufactured or distributed by HBS as designated with an X in the box preceding the products listed below.

- ( ) HBS Mini Storage
- ( ) HBS Farm/Utility (AG-TECH)
- ( ) HBS Commercial

### YOUR AUTHORIZATION

As an Authorized HBS Dealer, you are hereby authorized:

1. To purchase those HBS Products designated previously for your personal use or for resale to your customers. Our price to you shall be those in effect to Authorized HBS Dealers, F.O.B. HBS's plant or warehouse, of shipment, at the time of our acceptance of your orders. Terms shall be down payment of 15%, remainder due **before** shipping via cashier's check, ACH/wire transfer, or a company check. (Note: company checks can take 10 days to 2 weeks to clear the bank and shipping will not occur until payment has cleared)
2. To present yourself to the public as an independent business which is an Authorized HBS Dealer.
3. To use the HBS and Corporate trademark, but only if (1) you use our trademark solely for the promotion of our products and (2) you identify yourself as an independent business which is an authorized HBS Dealer every time you use our trademark.
4. To pass through to our customers our Limited Warranty, most currently in effect, but no other warranty shall be binding upon us.
5. To purchase from us our HBS sales kit any promotional and advertising materials which we will offer to authorized HBS Dealers from time to time.
6. To enter into cooperative advertising programs with us.
7. To receive the cooperation and support of the HBS Regional Manager we assign to you.

## YOUR AGREEMENT

By accepting this appointment as an Authorized HBS Dealer you:

1. Shall have the sole responsibility for site preparation and for proper erection of all HBS Products purchased by you as an Authorized HBS Dealer.
2. Shall actively promote and advertise your sale of HBS Products through normal media methods where you do business.
3. Will promptly pay all amounts which become due to us in accord with the terms of each of your orders, and understand that HBS will apply a finance charge of 1.5% per month on all amounts past due, as well as all reasonable costs of collection in addition to all attorney fees incurred.
4. Are not authorized to bind us to any representation, or warranty, or other contractual provision of any kind and you will not hold yourself out as having that authority.
5. Will acquaint yourself and comply with the provisions contained in the HBS Policies and Procedures Section, as well as all erection and installation manuals, most currently in effect and in any revisions thereto which apply generally to all HBS Dealers, and when applicable pass this information on to any subcontractors you may be using.
6. Agree to defend, indemnify and hold us harmless of and from any and all claims, suits, loss, damage, expense and costs, including attorney's fees, and any other liability imposed upon us, arising or claimed to be arising out of any act or failure to act on your part or on the part of any of your agents, servants, employees, or contractors, whenever and wherever the same may arise.
7. Will make your customers of HBS Products aware of HBS's Limited Warranty, most currently in effect at the time of sale.
8. Understand that HBS reserves the Right of Offset, for over payments and credits to apply to past due accounts.
9. Agree to furnish our Credit Department with annual financial reports of your business and with any other financial information they may reasonably request from time to time.
10. Agree, wherever applicable, to properly instruct the purchaser of any HBS or HBS Distributed Product, as to operate, and further to provide that purchaser with Installation and or Operator Manuals as provided to you by HBS.
11. Understand that the sale, transfer, assignment or any other disposition of all or part of your company, if not incorporated, or of more than 10% of your company stock if a corporation, will void this agreement. Agree to purchase and maintain in effect with approved insurers at all times during the term of this agreement Workmen's Compensation Insurance and all other forms of

insurance that may be required by law, as well as a Comprehensive Liability Policy, including endorsements providing products liability and completed operations coverage, with minimum limits of at least \$300,000/ \$300,000 for bodily injury and \$250,000 for property damage. You further agree to purchase and maintain in effect insurance coverage in an amount adequate to protect your business against loss due to accident, fire and extended coverage perils, theft burglary and robbery. Agree as well, to notify HBS, at least 30 days in advance, of any cancellations or no renewal of the policies required by this paragraph. Certificates of Insurance shall be provided to HBS, and evidence of renewals, prior to expiration dates.

## OUR AGREEMENT

In appointing you as one of our Authorized HBS Dealers, HBS:

1. Shall have no right, power, or authority to control, direct, or supervise you or any of your employees or agents or contractors or to designate their wages, hours, working conditions or standards or individual performance.
2. Shall have no right to designate or restrict or expand the area within which you do business or sell HBS Products.

## MUTUAL AGREEMENTS

As an Authorized HBS Dealer, you and we do also agree that:

1. You and HBS are completely separate entities and neither is the partner, joint venture, or the agent, servant, or employee of the other in any sense or for any purpose, and that neither has the power or authority to bind the other. Each agrees not to act, attempt to act or to represent itself, either directly or indirectly, as a partner, joint venture, agent, servant or employee of the other, and each agrees not to assume or create or attempt to assume or create any obligation on behalf of the other. You agree that the responsibility of HBS, under this agreement shall be limited to furnishing products, materials, and parts ordered by you after acceptance of your orders and subject to the other terms and provisions of this agreement. We agree that nothing in this agreement empowers HBS or HBS's employees to interfere with your status as an independent businessman and agree that we shall provide only recommendations with respect to your business. You

further acknowledge and agree that you will perform all construction, warranty and other work hereunder as an independent contractor and not as an agent, servant, or employee of HBS, and that HBS shall have no responsibility or right to participate in any way in the construction or erection or servicing or repair of any HBS Product. You further acknowledge and agree that nothing in this agreement authorizes you to extend credit for merchandise, to advance cash or to delegate any special authority to any agent or employee of ours, and that any such action by you shall not result in any responsibility on our part.

2. This Agreement will remain in effect until it is terminated and either you or we may terminate this agreement and end your appointment as an Authorized HBS Dealer by giving thirty (30) days prior written notice by certified mail to the other. Upon such termination each of us shall perform the obligations to the other incurred prior to the termination date, but you shall immediately stop holding yourself out as a HBS Dealer and shall immediately stop using our trademark and shall return to us any price books or other proprietary information of ours which is then in your possession.
3. This Agreement contains all of the terms, conditions and understandings between us which relate to your appointment and neither of us nor any of our employees or agents may expand, delete, or change any provision of this letter except by written agreement signed by an authorized representative of yours and of ours. Neither of us may assign this Agreement without prior written consent of the other.
4. This Agreement is not to be construed by either of us to be a Franchise Agreement, nor imply any obligations between us of a Franchise nature.
5. Although it could be of value to you, in your day to day activity, to maintain a stock of replacement materials, no obligation exists for you to stock any HBS Products.
6. This Agreement cancels and superseded any and all previous agreements or contracts pertaining to HBS Dealerships, between us.
7. If either you or we institute court proceedings adjudicated in Ottertail County (Fergus Falls) Minnesota, or seek any other judicial remedy, the winner shall be entitled to receive from the loser an amount, as adjudged by the court, to cover legal fees and any other such charges.

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Approved by Henry Building Systems

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Dealer Signature

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Company Representative Signature

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Date

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Date





**RE: SALES TAX AND USE LAW**

**BLANKET RESALE/EXEMPTION CERTIFICATE:**

TO: Henry Building Systems

The undersigned certifies that all purchases of tangible personal property purchased from Henry Building Systems, will be made for resale or for use as an ingredient of a manufactured product.

This certificate shall continue in force until revoked in writing and shall be considered a part of each order given to Henry Building Systems. The undersigned understands that if any of the material purchased is later used by him/her for a purpose which makes the purchase of such material taxable, he/she agrees to pay the tax there-on directly to the State.

Nature of Business: \_\_\_\_\_

\_\_\_\_\_  
Tax Number – State                      Date Issued

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_

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

Business Address: \_\_\_\_\_  
Street

\_\_\_\_\_  
City                      State                      Zip



Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Receipt and Waiver of Lien

Date\_\_\_\_\_

The undersigned acknowledges having received payment of  
\_\_\_\_\_Dollars (\$\_\_\_\_\_)  
from \_\_\_\_\_  
and in full payment of all

\_\_\_\_\_  
(material or labor furnished)

by the undersigned performed at or delivered, or furnished to \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(street address or legal description)

and for said value received waives all rights which have been acquired by the  
undersigned to file a mechanic's lien against such premises for services or material  
furnished to the premises prior to the above date.

WITNESS:

\_\_\_\_\_ BY \_\_\_\_\_

TITLE \_\_\_\_\_

GC 1017 (Rev 1/88)

## DEALER SETUP

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

D.M.: \_\_\_\_\_ Date: \_\_\_\_\_

To accomplish a Dealer Set-Up, the following items must be attached to this form before we will begin any paperwork to set applicant up as a Dealer, or before we send out any advertising materials.

( ) Form #1: "Application for Dealership" to be filled out completely BY THE DEALER.

( ) Form #2: Both copies of the "DEALER AGREEMENT" signed by Dealer and District Manager.

( ) Form #3: Tax Exemption Certificate enclosed (not required, but tax will be charged unless we have an exemption certificate.)

( ) Financial Statement.

( ) \$250.00 check for sales kit.

( ) Financing Statement and Security Agreement (required only if Dealer requests  
open account.)

( ) Type of account requested. NOTE: Unless otherwise noted, all accounts are C.O.D. A minimum of 15% down will be required upon the receipt of an order with the balance paid by **Cashiers Check or ACH/wire transfer**, prior to delivery or Dealer pick up of building.

( ) Product Lines:

( ) Farm/Utility ( ) HBS Commercial  
Ag-Tech Series

Spouse's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_



## Cross Selling

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Henry Building systems has a sister company, Attachments International, that manufactures severe service and custom attachments for skid steers and compact wheel tractors. Henry Building Systems allows cross-selling between the two companies, and encourages the opportunity for dealers and sales reps to expand their business.

Attachments International has hundreds of products available for a variety of agricultural and construction markets. With the connections of your Henry Building sales, these leads and opportunities add up fast. For sales representatives commission is a flat 10% of the dealer cost.

If you are interested in selling Attachments International products please contact Gerry Henry, and start the simple dealer process.