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|   |  |  |   |  |  |
|---|--|--|---|--|--|
| Australia<br>+61 0738 69 3016<br>www.helperperformance.com.au | Belgium<br>+32 2633 1579<br>www.m-r-c.be                 | Belgium<br>+32 1187 4605<br>www.distribart.be                  | Belgium<br>+32 8264 7922<br>www.ps-performance.com      | Belgium<br>+32 3680 1190<br>www.xtraflex.com           | Brazil<br>+55 79 3255 1151<br>www.motosportse.com.br   |
| Bulgaria<br>+359 887 150 261<br>www.wildrovers.eu             | Canada<br>+1 450 420 0389<br>www.beringerCanada.a3w.net  | Croatia<br>+385 1376 8232<br>www.moto-oprema.hr                | Cyprus<br>+357 9944 5249<br>www.vancosport.com          | Czech Republic<br>+420 546 421593<br>www.pptuning.cz   | Denmark<br>+45 3969 1935<br>www.kjmotorcykler.dk       |
| Eire<br>+353 93 36936<br>www.helperperformance.com            | Estonia<br>+372 523 6795<br>www.vertexkolb.ee            | Finland<br>+358 19 5244 728<br>www.mittaletku.fi               | France<br>+33 385 729006<br>www.tourney-distribution.fr | France<br>+33 467 470383<br>www.exactfrance.com        | Greece<br>+30 210 576 3427<br>www.spiliotis.gr         |
| Hungary<br>+36 24 492 200<br>www.moped91.hu                   | Iceland<br>+354 699 4070<br>www.bfhjol.is                | India<br>+91 9833 676075<br>www.helperperformance.com          | Indonesia<br>+62 21 58350059<br>eddotsi@cbn.net.id      | Israel<br>+972 3 681 8556<br>www.helperperformance.com | Italy<br>+39 51 6132864<br>www.megamotor.it            |
| Japan<br>+81 352 976448<br>www.projectjam.net                 | Kazakhstan<br>+7 727 244 2097<br>www.yamato-moto.kz      | Korea<br>+82 2 518 5280<br>www.helperperformance.com           | Luxembourg<br>+32 1187 4605<br>www.distribart.be        | Luxembourg<br>+32 2633 1579<br>www.m-r-c.be            | Macedonia<br>+389 322 5377<br>www.yamahamoto.com.mk    |
| Malaysia<br>+65 6294 6608<br>www.bikesmart.com.sg             | Malaysia<br>+60 016 7769878<br>www.helperperformance.com | Malta<br>+356 21 491790<br>www.helperperformance.com           | Mauritius<br>+230 252 1313<br>www.rubenracing.com       | Netherlands<br>+31 645 746694<br>www.sparks-trading.nl | New Zealand<br>+64 4 09 573 1008<br>www.engalart.co.nz |
| Norway<br>+47 64 837500<br>www.sps.no                         | Poland<br>+48 606 454479<br>www.przewodywoplocie.pl      | Portugal<br>+35 121 8521279<br>www.jbs-motos.web.pt            | Qatar<br>+974 588 4939<br>www.teknobike.com             | Romania<br>+40 256 212 181<br>www.thunderbikes.ro      | Russia<br>+7 495 950 5135<br>www.promoto.ru            |
| Singapore<br>+65 6294 6608<br>www.bikesmart.com.sg            | Slovak Republic<br>+421 33 7300383<br>www.eres-racing.sk | South Africa<br>+27 12 993 3450<br>www.helperperformance.co.za | Spain<br>+34 966 850547<br>www.totimport.com            | Sweden<br>+45 3969 1935<br>www.kjmotorcykler.dk        | Thailand<br>+66 1 701 9400<br>www.tyga-performance.com |
| Turkey<br>+90 216 546 0936<br>www.moto-access.com             | UAE<br>+971 43203080<br>www.raceworldme.com              | UK<br>+44 1392 811601<br>www.helperperformance.com             | UK<br>+44 1522 791369<br>www.bandcexpress.com           | UK<br>+44 1394 604048<br>www.bickersplc.com            | UK<br>+44 114 246 2027<br>www.helperperformance.com    |
| Ukraine<br>+38 048 734 1038<br>www.april-tsc.com              | USA - West Coast<br>+1 916 641 7800<br>www.usahel.com    | USA - East Coast<br>+1 941 953 4423<br>www.usahel.com          | USA - Northern<br>+1 814 489 3379<br>www.usahel.com     | USA - Southern<br>+1 866 462 4997<br>www.usahel.com    | USA - Central<br>+1 877 435 8727<br>www.usahel.com     |



# trademark

the world of performance

HEL Performance Products Lower Trelake Business Park Tedburn Road Whitestone Exeter Devon EX4 2HF United Kingdom  
Tel : +44 (0) 1392 811601 Fax : +44 (0) 1392 811681 www.helperperformance.com Email : sales@helperperformance.com

brake hose | tuyau de frein | tubo freno | latiguillos para frenos | freno latiguillo | rem slang



Devilishly fast selling brake lines

#### 1 The HEL Performance Brand Logo

HEL Performance is one of the world's leading manufacturers of stainless steel, coloured stainless steel and titanium brake line components and brake line kits.

The HEL Performance trademark, first registered in 2001 to market high performance stainless steel brake line kits has become synonymous with quality and performance in the marketplace.

Although the brand maybe best known in the motorcycle marketplace new products and innovations have meant that the product and logo have migrated into other areas such as automotive, oem supply and mountain bike kits.

One thing that all our products have in common is our assurance to our customers of quality.

HEL Performance only ever use the highest quality components throughout their range including only stainless steel or titanium fittings and our insistence on using only Teflon PTFE tubing inside all of our stainless steel braided hoses.

This ensures that wherever in the world a customer sees our logo they are assured of the same quality product.

HEL Performance have consistently used the same Skia or Verdana typeface with the logo to reflect the integrity and identity of the brand and keep it current and fresh in the eye of the consumer. The logo and typeface are intended for use on products, packaging, labels, advertising and all other types of promotional material which may carry the brand name.

These guidelines set out in full the parameters to be employed when using the HEL Logo in various forms of media.



Devilishly fast selling brake lines

## 2 The Logo Design

The logo consists of four key elements :

- 1 The oval frame appearing in red (Pantone Red 032c) including the devil tail
- 2 The company name in the 'Benguiet' typeface
- 3 The logo shading
- 4 The registered trademark



## 3 Colour Variations

Three colour variations are acceptable :



Whilst we would always prefer to use the original Red on White logo we obviously understand that there will be times when these colour options will not be acceptable in some applications. For example if the logo is to be used on a red background or as part of a group of sponsor logos on fairings / bellypans etc. In these instances the logo may be used in the above variations as shown above.

## 4 Rules For The HEL® Performance Brand Logo

### Rule 1 : Try To Use The Registration Mark

Whenever possible please show that the trademark is registered by using the "®" symbol every time it is used. Think of the ® symbol as an integral part of the HEL® Performance brand name. If no ® is available (as on some electronic mail systems) use a capital "R" in quotation marks or parentheses (R). In countries where the ® symbol is not recognized please use an asterisk \*.

| Acceptable | Unacceptable |
|------------|--------------|
| HEL®       | HEL          |
| HEL (R)    |              |
| HEL *      |              |

A footnote must be used at least once in each document stating ® or (R) or \* is a registered trademark of HEL® Performance.

### Rule 2 : Be Distinctive

Make the trademark distinctive from surrounding text each time it is used :

|              |             |
|--------------|-------------|
| All Capitals | HEL®        |
| Bold Face    | <b>HEL®</b> |
| Italics      | <i>HEL®</i> |
| Colour       | HEL®        |

### Rule 3 : Keep It Simple

The trademark should always be used in a complete, separate form. Do not embellish or add to it.





Devilishly fast selling brake lines

5 Additional Information

Why we need to protect the HEL Performance trademark ?

Trademarks are exclusive names or symbols, protected by law, which are used to identify a company's products or services. The trust that customers and consumers have in the HEL Performance brand and products associated with them depends on their distinctiveness and the degree of control we exercise over the use of trademarks. Improper use of trademarks by HEL Performance or others devalues them, and could ultimately result in loss of exclusivity if a brand name becomes a commonly used generic term.

Why a strong HEL Performance brand is important

The HEL Performance oval is our most widely used and recognised brand property - the result of over 10 years investment in product innovation, sales and marketing, customer service, advertising and promotion and trademark protection. HEL Performance has created a successful business model around the HEL brand in motorcycle brake lines and oil lines together with our distributors and manufacturing bases. Together, we have created a very high level of awareness of the brand around the world, and many positive associations of quality and performance.

Such brand values - generally referred to as "brand equity" - are additive to the functional value of the product itself. Research proves that strong brands create buyer interest, inspire customer loyalty and are more resistant to price competition at all levels of the value chain.

A globally successful brand such as HEL Performance not only benefits us and our business partners in terms of pricing and perceived intrinsic benefit but is also regarded by many consumers as a short cut to a good purchasing decision.

Such brand equity, built up over time, is vital to our business. The higher the value of the asset - certainly the case with our HEL Performance Brake Line Kits - the more we stand to lose if we fail to control the use of the trademark.

Terms and Conditions

1. Interpretation

1.1 In these conditions :

'Buyer' means the person who accepts a quotation of the Seller for the sale of Goods or whose order for Goods is accepted by the Seller 'Conditions' means these standard terms and conditions of sale 'Contract' means the Contract for the purchase and sale of the Goods 'Goods' means the Goods (including any installment of the Goods or any parts for them) which the Seller is to supply in accordance with these conditions 'Seller' means Hose-Equip Limited of Lower Treleake Business Park Tebburn Road Whitestone Exeter 'Seller's Goods' means any Goods manufactured by the Seller 'Writing' includes telex cable facsimile and electronic transmission, and comparable means of communication

1.2 Any reference in these Terms and Conditions to any provision of statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time

2. Basis Of The Sale

2.1 The Seller shall sell and the Buyer shall purchase Goods in accordance with any quotation of the Seller which is accepted by the Buyer or any order of the Buyer which is accepted by the Seller subject in either case to these Conditions which shall govern the Contract to the exclusion of any other Terms and Conditions. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.2 The Seller's employees or agents are not authorised to make any representations concerning the Goods.

2.3 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by the Seller may be corrected by the Seller without any liability on the part of the Seller.

3. Orders and Specifications

3.1 The quantity quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller)

3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer ("the Services") the Buyer shall indemnify the Seller against all loss damages costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent copyright design trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.3 The Seller reserves the right to make any changes in the specification of the Goods or manner of delivery of the Services which are required to conform with any applicable statutory or regulatory requirements.

3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods/Services

4.1 The price of Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's published catalogue or price list current at the date of despatch of the Goods. All prices quotations or estimates are subject to alteration without notice.

4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery of the Goods to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.

4.3 Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises the Buyer shall be liable to pay the Seller's charges for transport packaging and insurance.

4.4 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay the Seller.

5. Terms of Payment

5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after acceptance of order.

5.2 The Buyer shall pay the price of the Goods in cleared funds on delivery.

5.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right remedy available to the Seller the Seller shall be entitled to :

5.3.1 cancel the Contract or suspend further deliveries of Goods

5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other Contract between the Buyer and the Seller) provided as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and/or

5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per cent per annum above Barclays Bank base rate from time to time until payment in full is made (a part of a month being treated as a whole month for the purposes of calculating interest).

6. Delivery

6.1 Delivery of the Goods shall be made by the Seller at premises specified by the Buyer

6.2 Any dates quoted for delivery of the Goods or provision of the Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods or provision of the Services however caused. Time for delivery shall not be the essence of the Contract.

6.3 The Seller shall not be liable for any loss, direct or indirect incurred by the Buyer as a result of any delay in delivery or a failure to deliver.

6.4 Partial loss or damage to a delivery of the Goods must be notified within 3 days of delivery. Non-delivery must be notified within 14 days of the date of despatch to both the Seller and any carrier.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer

7.1.1 in the case of Goods for delivery to the Seller's premises at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods being delivered otherwise than at the Seller's premises (delivery by the Seller) at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods at the time the Seller has tendered delivery of the Goods; or

7.1.3 in the case of Goods delivered by an independent carrier (not being an employee of the Seller) at the time the Seller has tendered the Goods to the carrier; or

7.2 The property of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and/or all other Goods or Services agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods at the Buyer's expense. A hire charge at the Seller's current rate may be levied for the period the Goods were in the Buyer's possession.

8. Warranties and Liabilities

8.1 Subject to the conditions set out below the Seller warrants that the Seller's Goods will correspond with their specification and will be free from defects in material and workmanship at the time of delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Seller shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal operating conditions failure to follow the Seller's or manufacturers instructions (including without limitation, failure to follow any instructions given regarding the

installation, connection or maintenance of the Goods) or misuse of the Seller's Goods without the Seller's approval.

8.2.2 The Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

8.2.3 The Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the Seller's Goods have been altered or repaired in any manner outside of the Seller's premises.

8.2.4 The Seller shall be under no liability in respect of any defect arising from use of the Seller's Goods in racing conditions or from modifications made to them.

8.3 The Seller shall be under no liability under brands other than the Seller's or any unbranded Goods not of the Seller's manufacture. Such Goods are sold subject to the conditions and guarantee (if any) of the manufacturer.

8.4 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, and the Seller shall not accept any liability for consequential loss.

8.5 Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on Statements) (Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

8.6 any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days of the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not (except in respect of a defect or failure not apparent on reasonable inspection) be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.7 Where the Buyer wishes to make any claim in respect of any of the Seller's Goods which is based on any defect in the quality or condition of the Seller's Goods or their failure to meet specification is notified to the Seller, the Buyer must return the Seller's Goods to the Seller's premises within 30 days of delivery (failure to do so will render any claim void) carriage paid. If the Seller accepts the claim the Seller shall be entitled to replace the Seller's Goods free of charge or at the Seller's discretion refund to the Buyer the price of the Seller's Goods but the Seller shall have no further liability to the Buyer. Any Seller's Goods made to special order may not be returned unless defective.

8.8 The Seller may at its sole discretion accept return of Goods for credit, provided :

8.8.1 a handling charge of 20% may be levied at the Seller's sole discretion

8.8.2 the Goods are returned to the Seller, carriage paid, in resaleable condition.

8.9 Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation (except fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any indirect special or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller by its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer or the provision of the Services and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods or relevant Services except as expressly provided in these Conditions.

8.10 The Seller shall not be liable to the Buyer or be deemed in breach of the Contract by reason of delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods or the provision of the Services if the delay or failure was due to any cause beyond the Seller's reasonable control.

9. Insolvency of Buyer

9.1 This clause applies if :

9.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the property or assets of the Buyer; or

9.1.3 the Buyer ceases or threatens to cease to carry on business; or

9.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly, or suffers any action analogous to any of the foregoing events.

9.2 If this clause applies then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price of the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Specification

Any performance details given by the Seller are based upon our experience and are such as we expect to obtain on test or as notified to the manufacturer of the Goods. The Buyer assumes the responsibility for the capacity and performance of the Goods being sufficient and suitable for the Buyer's purposes. The Buyer is additionally responsible for the correct fitment, installation and servicing of the Goods.

11. General

11.1 Neither party may assign, charge or sub contract this Agreement or any part of it without the other's prior written consent.

11.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principle place of business or last known address such other address as at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach or same or any other provision.

11.4 If any provision of these Conditions held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.5 The Contract shall be governed by the Laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

11.6 It is the responsibility of the Buyer to ensure that the Goods ordered meet with all local requirements specific to the country they are to be used in, including without limitation all applicable local laws and regulations. If the Goods do not meet with these requirements that they are sold for off road / racing use only and the Buyer is referred to clause 8.2.4 for the conditions relating to such use. Subject to clause 8.9 the Seller excludes all liability in respect of Goods sold outside the jurisdiction of England and Wales and the Buyer shall indemnify the Seller against any costs, claims, losses or expenses arising as a result of any failure by the Buyer to comply with the obligations of this clause.

11.7 All Goods in this catalogue were not manufactured by the original equipment manufacturer or under their supervision or control. The use of the manufacturers make and model details remain the sole property of the manufacturer. No reproduction of any such make or model descriptions, or any images contained in this catalogue shall be made without the prior written consent of the Seller.

11.8 After the Buyer has placed an order, unless the Buyer specifically instructs the Seller otherwise in writing, the Seller will be entitled to add the Buyer's details, as provided on the order to its database, and reserves the right to contact the Buyer with further marketing information. The Buyer's data will not be transferred to third parties.

11.9 Nothing in this Agreement shall confer any benefit or any right on any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

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