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## DEALER AGREEMENT

This DEALER AGREEMENT, hereinafter called “**Agreement**”, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GEAR Solar** having its principal place of business at 1861 S Highway 14, Greer, SC 29650

and

(Legal Business Name) \_\_\_\_\_, hereinafter called “**Dealer**”, registered in \_\_\_\_\_, having its principal place of business at \_\_\_\_\_

The parties desire to and hereby do enter into a distributor/supplier relationship, the governing terms and mutual promises of which are set out in this Agreement.

### 1. NON-EXCLUSIVE RIGHTS

**1.1 Dealer** GEAR Solar grants to Dealer for resale, and Dealer accepts, the non-exclusive right to sell and distribute in \_\_\_\_\_ certain solar equipment (the “**Products**”) under the trade name “GEAR Solar” during the term of this Agreement.

**1.2 Product** GEAR Solar agrees to make available and to sell to Dealer such quantities of Products as Dealer shall order from GEAR Solar at the prices and subject to the terms set forth in this Agreement.

### 2. TERM AND TERMINATION

**2.1 Term** The initial term of this Agreement is one (1) year. Thereafter the Agreement will automatically renew for successive one (1) year terms, unless it is earlier terminated.

**2.2 Termination**

(a) Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.

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(b) Either party may immediately terminate this Agreement with written notice if the other party:

(i) materially breaches any term of this Agreement and such breach continues for thirty (30) business days after written notification thereof; or

(ii) ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under any Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors.

### 3. DEALER OBLIGATIONS

**3.1 Qualification** Dealer shall own and operate a legally registered business in United States, and possess commercial premises to conduct dealership related activities. ***Ideally, Dealer will be an established "Solar Business".*** Dealer shall submit a copy of its business license to GEAR Solar within 10 business days after signing of this Agreement.

**3.2 Advertising** Dealer will advertise and/or promote Products in a commercially reasonable manner and will transmit as reasonably necessary product information and promotional materials to its customers. Dealer will not pursue advertising or promotional activities that portray GEAR Solar products in a way that is inconsistent with or contrary to the advertising and promotional standards of GEAR Solar.

**3.3 Installation** Dealer warrants that it has or will have and maintain qualified staff (*i.e.*, NABCEP certified installers) and necessary equipment for the purpose of providing adequate installation and maintenance services to its customers. Dealers will obtain and maintain a full understanding of the GEAR SOLAR installation requirements and will be fully responsible for executing these guidelines. GEAR SOLAR will not honor the product warranty as a result of faulty installation.

**3.4 Product Orders** Dealer shall place order with GEAR Solar in its own name and account, and shall not place order for distribution by others. ***Dealer will only order the evacuated vacuum glass tubes with heat exchanger by the pallet.*** One pallet consists of eighteen (18) boxes of evacuated vacuum glass tubes with heat exchanges with each box containing twelve (12) evacuated vacuum glass tubes with heat exchanges. Dealer may order the Solarpac 24 or Solarpac 12 manifolds and mounting hardware as needed.

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- 3.5 **Customer Services** Dealer shall be responsible for post sale customer services pursuant to the guidelines of GEAR Solar and shall not pass such services on to GEAR Solar.

#### 4. GEAR SOLAR's OBLIGATIONS

- 4.1 **Delivery and Pickup** GEAR Solar shall ship Products pursuant to approved Dealer purchase order(s) ("**Purchase Order**"). Products shall be shipped to Dealer's designated depot or warehouse or other specified location, or be picked up at the warehouse of GEAR Solar by authorized representatives of Dealer.

- 4.2 **Product Availability** GEAR Solar agrees to maintain sufficient Product inventory to fill Dealer's orders.

- 4.3 **New Products** GEAR Solar shall endeavor to notify Dealer any new Product which may be distributed by Dealer.

4.4 **Warranties**

(a) **Warranty**

(i) GEAR Solar provides to Dealer a 30 day warranty upon receipt of shipment. Dealer should open and inspect all shipment within this time frame.

(ii) Any claim for warranty shall be void unless it complies fully with the claim procedure specified by GEAR Solar.

(iii) Shipping cost for warranted parts shall not be covered.

(iv) Dealer who picks up Purchase Order at GEAR Solar's warehouse agrees to return all parts that are replaced under warranty to where Purchase Order is picked up.

(v) Dealer who receives Purchase Order in shipments agrees to return parts that are replaced under warranty upon GEAR Solar's request. Responsibility for such shipping cost shall be negotiated between GEAR Solar and Dealer depending on particular cases.

(vi) GEAR Solar reserves the right of making final decisions on unusual warranty issues.

- (b) **Visible Damage** Any claim arising from visible damage to Products shipped shall be filed by Dealer within 5 business days upon its receipt of the Products, together with pictures evidencing the damage claimed.

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- (c) No Warranty GEAR Solar's express warranty shall not apply to any Product damaged as a result of any accident, negligence, use in any application for which the Product is not designed or intended under the terms of this Agreement, modifications after the fact including combination with products or accessories not specifically authorized by GEAR Solar, or by any other causes unrelated to defective workmanship, materials or manufacture.
- (d) Disclaimer of Warranties Except as expressly warranted in this agreement, vendor hereby disclaims all warranties, conditions and representations express, statutory and implied, applicable to the products, including, but not limited to, any warranty of merchantability or fitness for a particular purpose and any warranty that any product is delivered free of claims of third parties by way of infringement or the like.

## 5. DEALER PRICING AND PAYMENT

- 5.1 Pricing GEAR Solar offers two series of price, named Wholesale Price and Discounted Price, with different qualification requirements. All prices are set out In Addendum A in US dollars. GEAR Solar may modify prices with a minimum of fifteen (15) days advance notice to Dealer.

Dealer shall have sole discretion as to the selling price of Products to its customers.

- 5.2 Discounted Price Qualification Requirements Two methods for Dealer to be qualified for Discounted Price. See Addendum A.

- 5.3 Payment Terms Unless GEAR Solar has, in its discretion, determined to extend credits to Dealer, payment for each Purchase Order by Dealer may be made by cash, certified check, wire transfer, credit card (with a 1.5% transaction fee).

## 6. MARKETING SUPPORT

- 6.1 Sales Brochures GEAR Solar will provide Dealer with a reasonable supply of marketing and sales brochures.

- 6.2 Demos GEAR Solar will provide Dealer with a scale-model of its SolarPac evaluated tube collector. A Deposit will be required and the Deposit will be returned to the Dealer when the Dealer returns the Demo to GEAR Solar.

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- 6.3 Trademarks** The Products may bear certain trade names, trademarks, trade devices, logos, codes or other symbols of GEAR or GEAR Solar (the “**Trademarks**”). GEAR Solar hereby grants to Dealer the non-exclusive, royalty-free right to use the Trademarks for the purpose of carrying out the activities described in this Agreement, provided that Dealer will not be entitled to conduct business under any of the Trademarks or derivatives or variations thereof. All use will ensure to the benefit of the GEAR Solar and will not vest in Dealer any rights in or to the Trademarks.

## **7. INDEMNIFICATION**

- 7.1 General Indemnity** Each party shall indemnify, defend and hold the other harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorney’s fees and expenses, resulting from any act or omission of the acting party or its employees under this Agreement, that causes or results in property damage, personal injury or death. Gear Solar is supplying products with the understanding that you, as the Dealer, have the appropriate licenses, training, experience and insurance to perform installation safely and legally. Gear Solar accepts no responsibility in the event any property damage or injury occurs to users or installers of our products.

- 7.2 Limitation of Liability** Neither party shall be liable to the other for lost profits of business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages. GEAR Solar’s liability with respect to any Products shall in no event exceed the amount actually paid by Dealer to GEAR Solar less taxes and charges for shipping and insurance.

## **8. GENERAL PROVISIONS**

- 8.1 Notices** Any notice which either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) by mailing the same by registered or certified mail, return receipt requested, to the party to whom the party is directed at the address of such party as set forth at the beginning of this Agreement, or such other address as the parties may hereinafter designate, and (iii) by facsimile or telex communication subsequently to be confirmed in writing pursuant to item (ii) herein.
- 8.2 Governing Law** This Agreement shall be construed and enforced in accordance with the laws of

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Dealer Initial \_\_\_\_\_

- 8.3 **Cooperation** Each party agrees to execute and deliver such further documents and to cooperate as may be necessary to implement and give effect to the provisions contained herein.
- 8.4 **Force Majeure** Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.
- 8.5 **Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.6 **Incorporation of all Exhibits** Each and every exhibit referred to hereinabove and attached hereto is hereby incorporated herein by reference as if set forth herein in full.
- 8.7 **Severability** A judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found to be valid.
- 8.8 **Binding Effect/Assignment** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. This Agreement shall not be assignable by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld.
- 8.9 **Entirety** This Agreement constitutes the entire agreement between the parties regarding its subject matter.
- 8.10 **Confidentiality** Each party acknowledges that in the course of its obligations pursuant to this Agreement, it may obtain certain information specifically marked as confidential or proprietary ("Confidential Information"). Each party hereby agrees that all such Confidential Information communicated to it by the other party, its parents, affiliates, subsidiaries, or Customers, whether before or after the date of this Agreement, shall be and was received in strict confidence, shall be used only for the purposes of this Agreement, and shall not be disclosed without the prior written consent of the other party, except Confidential Information which (i) is already known to the recipient of such Confidential Information ("Recipient") at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the Recipient; (iii) is received from a third party without similar restrictions and without breach of this Agreement; (iv) is independently developed by the Recipient ; or (v) is lawfully required to be disclosed to any government agency or is otherwise required to be disclosed by law.