



## Authorized Dealer Agreement

This AUTHORIZED DEALER AGREEMENT, hereinafter called "**Agreement**", is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between *Dynamic Mounting LLC* hereinafter called "**Company**" having its principal place of business at 110 Crianson Ct, Mooresville, NC 28115 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 Supplier / Authorized Dealer relationship, the governing terms and mutual promises of which are set out in this Agreement.

### 1. NON-EXCLUSIVE RIGHTS

**1.1** Company grants to Dealer, and Dealer accepts, the non-exclusive right to sell and install Company equipment (the "**Products**") under the trade name "Dynamic Mounting" during the term of this Agreement.

**1.2 Product** Company agrees to make available and to sell to Authorized Dealer such quantities of Products as Authorized Dealer shall order from Company 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. (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. Dealer shall have a current business license to provide to Company within 10 business days if requested by Company.

**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 Company products in a way that is inconsistent with or contrary to the advertising and promotional standards of Company.

**3.3 Installation** Dealer warrants that it has or will have and maintain qualified staff 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 Company installation requirements and will be fully responsible for executing these guidelines. Company will not honor the product warranty as a result of faulty installation.

**3.4 Product Orders** Dealer shall place order with Company in its own name and account, and shall not place order for distribution by others.

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



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### 4. COMPANY OBLIGATIONS

**4.1 Delivery and Pickup** Company 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 Company by authorized representatives of Dealer.

**4.2 Product Availability** Company agrees to make every reasonable attempt to maintain sufficient Product inventory to fill Dealer's orders.

**4.3 New Products** Company shall endeavor to notify Dealer any new Product which may be sold and installed by Dealer.

### 4.4 Warranties

(a) *Warranty* (i) Company provides to end user a Lifetime warranty upon receipt of shipment. Dealer should open and inspect all shipments upon arrival. (ii) Any claim for warranty shall be void unless it complies fully with the claim procedure specified by Company in Terms and Conditions (<https://www.dynamicmounting.com/dealers/>) (iii) Shipping cost for warranted parts shall not be covered (iv) Dealer who picks up Purchase Order at Company 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 Company request. Responsibility for such shipping cost shall be the responsibility of the dealer unless previously agreed upon by Company (vi) Company reserves the right of making final decisions on warranty claims. (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 to the shipper. (c) *No Warranty* Company 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 Company, 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** Company offers Dealer Pricing (<https://www.dynamicmounting.com/dealers/>). Company may modify prices at any time without notification. Dealer shall have sole discretion as to the selling price of Products to its customers.

### 6. MARKETING SUPPORT

**6.1 Sales Brochures** Company will provide Dealer with marketing and sales collateral available under dealer section of Company's website.

**6.2 Demos** Company may provide at their discretion Dealer with no-returnable samples to use for display or demonstration to their customers at 50% off current MSRP.

**6.3 Trademarks** The Products may bear certain trade names, trademarks, trade devices, logos, codes or other symbols of Dynamic Mounting or Company (the "**Trademarks**"). Company 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 Company and will not vest in Dealer any rights in or to the Trademarks.



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### 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. Company 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. Company 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. Company liability with respect to any Products shall in no event exceed the amount actually paid by Dealer to Company 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, telex or email 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 North Carolina

### 8.3 SETTLEMENT OF DISPUTES

In the event of any dispute arising between the parties under this Agreement, the parties agree that such dispute shall be resolved informally, if possible, and failing an informal resolution, then through binding arbitration before a single arbitrator pursuant to the Commercial Rules of Arbitration of the American Arbitration Association. All such arbitrations shall be commenced in Mooresville, NC regardless of the party initiating the dispute. The arbitrator shall have the authority to award costs, attorney fees, and fees of other professionals and experts to the prevailing party as the arbitrator deems appropriate.

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 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.

**8.8 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.



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**8.9 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.

**8.10 Entirety** This Agreement constitutes the entire agreement between the parties regarding its subject matter.

**8.11 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.

### Dealer

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

\_\_\_\_\_  
D/B/A If Applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### Company

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

\_\_\_\_\_  
D/B/A If Applicable

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date