

APOLLO

OPENING ROOF SYSTEM

by **AXIS CONCEPTS INC.** 2029 OPPORTUNITY DR. STE 1, ROSEVILLE, CA. 95678

AUTHORIZED DEALER AGREEMENT

This agreement is between Axis Concepts Inc., hereinafter "Manufacturer," and _____

(print legal name of business)
as well as affiliated entities known as _____
(print any d/b/a entities if applicable), licensed to do business in _____

(list all cities, counties, and/or states) hereinafter "Dealer."

GENERAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT: This Agreement shall commence on the date both parties have signed, and shall remain in force until one of the following takes place: 1) a new agreement replacing it is fully executed; or 2) either party provides written notice of termination to the other pursuant to Section E hereinbelow.

B. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and signed by both parties. No oral understanding or Agreement not incorporated in this Agreement is binding on either party.

C. ASSIGNMENT: This Agreement is not assignable by Dealer, either in whole or in part, without the consent of the Manufacturer in the form of a formal written amendment or agreement signed by both parties.

D. INDEMNIFICATION: Dealer agrees to indemnify, defend and save harmless the Manufacturer, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Dealer in the performance of this Agreement.

E. NOTICES: Except where otherwise required by statute, all notices given pursuant to the provisions of this agreement may be sent by certified mail, postage prepaid, as follows:

To Manufacturer: 2029 Opportunity Drive, Ste 1, Roseville, California 95678

To Dealer: _____
(print full mailing address)

F. LEGAL ACTION: If any legal action is instituted to enforce this agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party.

G. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

MANUFACTURER:

Manufacturer agrees:

- A. To provide marketing materials to assist Dealer in their efforts to promote and sell the Apollo Opening Roof System and various other products of Manufacturer. Those materials may include: plans, diagrams, specifications, technical data, photographs, brochures, logos and other materials. These marketing materials may be used in print, digital, audio and video media formats. Manufacturer will give Dealer personal assistance as needed through training and support that affords Dealer the opportunity to successfully sell and install the Apollo Opening Roof System and related products. This will include design, marketing, and installation procedures.
- B. To provide site-specific engineering, upon Dealer request. These services are provided for a fee based on complexity of each project, and will be quoted on a project by project basis.

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- C. To support all products through current warranty and respond to warranty issues promptly.
- D. To provide Dealer with a showroom or trade show display system as follows:
Manufacturer will provide Dealer with an additional 5% discount on any orders placed by Dealer until total discounts equal price of display, whichever occurs sooner.
- E. To provide sales leads located within Dealer's geographical area to Dealer upon receipt of same.

DEALER:

Dealer agrees:

- A. All marketing, sales and technical data materials including plans, diagrams, specifications, photographs, brochures, logos and any other materials provided by or on behalf of Manufacturer are for the sole purpose of promoting and selling the Apollo Opening Roof system and other products of Manufacturer. Any use of these items not associated with the sales, promotion or installation of the Apollo Opening Roof system is strictly prohibited. Upon termination of this agreement by either party, Dealer agrees to immediately remove and/or delete all content provided by Manufacturer from Dealer's possession including but not limited to: from any published arena, all digital and copy media formats, including but not limited to websites, online media or printed copies, from all computers, disk drives or other storage capacities.
- B. That Manufacturer does not automatically provide site-specific engineering. Dealer agrees it is Dealer's responsibility to request same if needed, and that a fee will be charged by Manufacturer. Said fee is based on the complexity of each project, and will be quoted on a project by project basis.
- C. To maintain all legally required licensing and notify Manufacturer within 30 days of any lapse in such.
- D. Not to disclose to any other person or entity, any confidential information gained by virtue of this Agreement. Failure to abide by this term could result in termination of this Agreement.
- E. That during the term of this agreement to not market, sell, or install any product that may be construed as a competing product with Apollo Opening Roof, thus not sharing product information, to include product engineering, technology, patents, etc. with any person or entity.
- F. To diligently and courteously pursue any and all customer leads provided by Manufacturer.
- G. To maintain all Manufacturer display products in a professional, clean and working order.
- H. To warranty the workmanship and installation of any product of Manufacturer to customer and to respond promptly to any calls for warranty service.
- I. To indemnify Manufacturer against all claims, suits, demands or judgments from any injury or damage to any person or property, including loss of use thereof, whatsoever arising out the negligence of Dealer.
- J. To Manufacturer's Product Warranty attached hereto as Exhibit A and made a part hereof.
- K. That failure to abide by these terms could result in termination of this Agreement.

This document is effective upon the date and signature of the last party to sign.

MANUFACTURER:

AXIS CONCEPTS, INC.

Dated: _____

By _____
George Petersen, C.E.O.

DEALER:

(print name of business)

Dated: _____

By _____

(print name and title)