

## 2019 Dealer Program - Red Peak Inc.



### Agreement/ Application – Drop Ship

This DEALER AGREEMENT, hereinafter called “Agreement”, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Red Peak having its principal place of business in Henderson, Nevada 89015 and \_\_\_\_\_, hereinafter called “Dealer”, having its principal place of business at \_\_\_\_\_. Dealer will make purchases on behalf of its customers, hereinafter called “Customer”, via phone or e-mail.

Tel: (702) 832-2509

E-Mail: Support@redpeakinc.com, anna.will@redpeakinc.com

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

#### NON-EXCLUSIVE RIGHTS

- Red Peak grants to Dealer the non-exclusive right to sell and/ or distribute Red Peak cameras, parts, accessories, and other products offered from time to time by Red Peak (the “Products”) under the trade name “Red Peak” during the term of this Agreement.

#### DEALER OBLIGATIONS

- Dealer shall own and operate a legal business in the United States, and possess all necessary permits, licenses, and or registrations to conduct its business.
- Dealer may advertise and/or promote Products in a commercially reasonable manner and will communicate product information and promotional materials to its customers. Dealer will not advertise and/or promote Red Peak products in a way that is inconsistent with or contrary to the advertising and promotional standards of Red Peak.
- Dealer shall place order with Red Peak in its own name and account, on behalf of its customers, and shall not place orders for distribution by others.

#### RED PEAK’S OBLIGATIONS

- Red Peak shall drop ship Products pursuant to approved Dealer purchase order(s).

- Products shall be shipped to customer's location, to be provided by Dealer, or be picked up at the warehouse of Red Peak by authorized representatives of Dealer.
- Red Peak agrees to make available and to sell to Dealer such quantities of Products as Dealer shall order from Red Peak subject to the terms set forth in this Agreement.
- Red Peak shall endeavor to notify Dealer of any new Product(s) which may be distributed by Dealer.
- Red Peak Products bear certain trade names, trademarks, trade devices, logos, codes or other symbols of Red Peak (the "Trademarks"). Red Peak hereby grants to Dealer the non-exclusive, right to use the Trademarks for carrying out the activities described in this Agreement. Red Peak maintains all rights to the Trademarks, and Dealer will not be entitled to use the Trademarks for any other reason than to sell and promote Red Peak Products.

#### WARRANTY

- Red Peak provides to Customer a 30-day warranty upon receipt of shipment. Customer should open and inspect all shipment within this time frame. Any claim for warranty shall be void unless it complies fully with the claim procedure specified by Red Peak. Shipping cost for warranted parts shall not be covered. Red Peak reserves the right of making final decisions on unusual warranty issues.
- Any claim arising from visible damage to Products shipped shall be filed by Customer within 5 business days upon its receipt of the Products, together with pictures evidencing the damage claimed.
- Red Peak's express warranty shall not apply to any Product damaged because 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 Red Peak, or by any other causes unrelated to defective workmanship, materials or manufacture.
- 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 purpose and any warranty that any product is delivered free of claims of third parties by way of infringement or the like.

#### DEALER PRICING AND PAYMENT

- All prices are set out in Red Peak's Price List as shown as Addendum A. Red Peak may modify prices with a minimum of fifteen (15) days' notice to Dealer.

- The MSRP (manufacturer's suggested retail price) will be found on the Red Peak Price Sheet. Dealer agrees not to advertise Red Peak's products under the MAP (Minimum Advertised Price) but otherwise shall have sole discretion as to the selling price of Products to its customers.
- Unless Red Peak has, in its discretion, determined to extend credit to Dealer, payment for each Purchase Order by Dealer may be made by cash, certified check, wire transfer, or credit card. Credit Card information may be provided by Dealer to be kept on file and will be held in confidence by Red Peak.
- Shipping: FOB Henderson, NV. Red Peak Inc. is not responsible for shipping costs.
- Dealer accepts sole responsibility to collect, report and remit all taxes to the correct tax authorities for all business transactions, sales or revenue stemming from Red Peak Inc. products.

#### MARKETING SUPPORT

- Red Peak will provide Dealer with a reasonable supply of marketing and sales brochures.
- Red Peak will provide Logos, and other art products for use by Dealer on Dealer's web site or printed marketing materials.
- Dealer will supply initial customer service. However, if further assistance is needed with regard to technical details, installation instructions, etc. inquiries can be forwarded to Red Peak Inc.'s customer service department.
  - Contact information is as follows:
    - Red Peak Customer Service:
    - Phone: (702) 832-2509
    - E-mail: Support@redpeakinc.com

#### TERM AND TERMINATION

- 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.
- Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.
- Either party may immediately terminate this Agreement with written notice if the other party: materially breaches any term of this Agreement and such breach continues for thirty (30) business days after written notification thereof; or 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.

#### GENERAL PROVISIONS

- Any notice which either party may desire to give the other party must be in writing and mailed by certified mail, return receipt requested, to the party at the address as set forth at the beginning of this Agreement, or such other address as the parties may hereinafter designate.
- This Agreement shall be construed and enforced in accordance with the laws of Nevada.
- 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.
- Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.
- 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. Every Addendum attached hereto is hereby incorporated herein by reference as if set forth herein in full.
- This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, permitted successors and permitted assigns. This Agreement shall not be assignable by either party, without the express written consent of the other party.
- Each party acknowledges that during the relationship 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.
- This Agreement constitutes the entire agreement between the parties regarding its subject matter.

IN WITNESS WHEREOF the parties have caused this Dealer Agreement to be executed and delivered by their duly authorized representatives.

Dealer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Red Peak LLC

\_\_\_\_\_  
Brennan Riddle

\_\_\_\_\_  
1/5/19

Name

Date

\_\_\_\_\_  
President

Title

**Dealer Information:**

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

Your Name: \_\_\_\_\_ Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ # Years in Business: \_\_\_\_\_

Tax ID (EIN): \_\_\_\_\_

Resale Tax # (IF NV) \_\_\_\_\_

**PREAUTHORIZED CREDIT CARD (if desired)**

Credit Card Type: \_\_\_ VISA \_\_\_ MASTERCARD \_\_\_ AMEX \_\_\_ DISCOVER

Name on Card: \_\_\_\_\_

Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

CVV: \_\_\_\_\_

(If Different From Above)

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

I acknowledge that I have read, fully understand, and agree to the above terms; and  
furthermore authorize Red Peak Inc. to charge my credit card above at time of order.

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

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

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

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

\*\* If Merchant would like to apply for net 30 credit terms please notify us and we will send credit full application