

# HDTVRV Solutions LLC

2012 Fountainwood Drive Georgetown, TX 78633  
Phone: (512) 863-2421 ~ Fax: (512) 233-2434

## Dealer Agreement

This agreement is made by and between HDTVRV Solutions LLC 2012 Fountainwood Dr. Georgetown, TX 78633 (herein referred to as "THE COMPANY") and \_\_\_\_\_ located at \_\_\_\_\_ (herein referred to as "DEALER")

Whereas:

- A. THE COMPANY is the manufacturer and the distributor of equipment, parts and accessories for mounting Flat Panel TVs that are designated in the price sheet and catalog (hereinafter collectively referred to as the "Products").
- B. DEALER has represented they are (1) capable of performing under the terms and conditions of this agreement; (2) has sufficient number of trained personnel and adequate facilities to sell the PRODUCTS; and (3) has adequate financial resources to perform to monetary obligations herein.
- C. DEALER desires to become an authorized dealer for the sales of the PRODUCTS and THE COMPANY desires to appoint DEALER as a dealer for the PRODUCTS all in accordance with the terms and conditions of the agreement.

Dealer Agrees to:

1. Be responsible for all warranty work relating to all sales of Products.
2. Maintain full-time personnel knowledgeable in the proper use and the operation of the PRODUCTS, including service and installation.
3. Sell directly to the end user.
4. Be a non-exclusive dealer for the PRODUCTS.
5. Require its sales representatives to maintain routine and regular contact with existing and potential users to promote sales of the PRODUCTS.
6. Only publish THE COMPANY's suggested list price in advertising or promotional material.
7. Obtain authorization from THE COMPANY to return PRODUCTS. THE COMPANY will not accept PRODUCTS returned to THE COMPANY without authorization. The assigned Return Authorization Number is valid for (30) days. THE COMPANY is not required to accept returns after the expiration date. THE COMPANY is not required to accept returned PRODUCTS from Dealer, with the exception of defective units or demonstration units. Dealer agrees to pay a restocking charge of 20% of THE COMPANY's original invoice amount on approved PRODUCT returned, excluding custom options. Approved returned PRODUCTS from DEALER will only be credited for future purchases. The issued Credit Memo is good for (6) months, unless approved by THE COMPANY. DEALER will pay freight charges on all returned shipments. DEALER agrees to pay refurbishing charges for any PRODUCTS returned should refurbishing be required.
8. Understand and agree that the lead-time for fulfillment of orders may vary according to manufacturing and other conditions; therefore any and all delivery dates are estimates. Under no circumstances shall THE COMPANY be liable to the DEALER or its agents, customers or any other persons for late delivery or non-delivery, for any special or consequential damages whether based on lost goodwill, lost profits, work stoppage, the

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impairment of other goods, breach of contracts, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to such a person. Dealer shall indemnify and hold harmless THE COMPANY from all loss, costs, damages, cost proceeding, suits and claims arising from or in connection with Dealer's delivery, service or installation of Product.

9. Receive delivery by THE COMPANY of all PRODUCTS, accessories and parts for which orders are accepted by THE COMPANY, F.O.B. point of the COMPANY warehouse. DEALER may designate the carrier and THE COMPANY will not be liable for any costs or losses incurred by DEALER with regard to selection of such carrier by THE COMPANY. All shipments will be ground best way unless otherwise approved by the DEALER on the Order Confirmation. This includes all air shipments, FEDEX, NEXT DAY UPS, 2-Day UPS, 3-Day UPS, etc.
10. Acknowledge and agree that it is an independent contractor and shall bear all of its own expenses in connection with this agreement. The DEALER shall have no authority, whether express or implied to assume or create any obligation on behalf of THE COMPANY. DEALER shall not issue or cause to be issued any price quotation, prepare any proposals, letters or agreements over the name of THE COMPANY, but rather shall use its own name for such purposes.
11. Inspect all PRODUCT immediately upon delivery and shall give written notice to THE COMPANY with 14 days of receipt of any claim that the PRODUCT does not conform to the terms of the order. If DEALER fails to give such notice, the DEALER shall be deemed to have accepted the PRODUCT and will be bound to pay in accordance with the terms of this agreement. DEALER expressly waives any right to revoke acceptance after the expiration of said 14-day period.
12. Return Policy: Except as otherwise provided, no product will be accepted after 60 days from the date of shipment. To return product, you must call THE COMPANY @ 512 863-2421 to request a Return Authorization Form. Upon review, THE COMPANY will return the request via fax with a RMA number. No return will be accepted without a RMA number. Include with your return, a copy of your invoice or packing slip along with the approved RMA form. The RMA number must be clearly marked on the return label. All goods must be returned in good condition. Any claims for discrepancies in shipment must be made within 7 days of receipt of product. All returns must be pre-paid. THE COMPANY will refuse any shipment returned freight collect.

## **THE COMPANY Agrees To:**

1. Sell DEALER the complete line of PRODUCTS on the terms and conditions herein subject to such changes in such terms and conditions of sales as may be made from time to time within THE COMPANY's sole discretion. THE COMPANY reserves the right, at any time, to delete any PRODUCTS from such catalog or to change the price(s) thereof as THE COMPANY deems appropriate. THE COMPANY also reserves the right to allocate its production and shipments at its discretion.
2. Promote the PRODUCTS covered by this agreement through various channels including trade shows, media and direct marketing.
3. Provide to DEALER at no charge and upon request, a sufficient number of data sheets and/ or other promotional materials for the purpose of promoting the sale of the PRODUCTS. If DEALER desires large quantities of data sheets or other materials for special promotions, THE COMPANY shall use its best efforts to accommodate the DEALER, but may require the DEALER to pay for a portion of the costs involved.

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4. Make PRODUCTS available to DEALER at the prices indicated on the most current dealer price list.

## General

Open account payment terms are not granted as part of this agreement. If DEALER wishes to establish open account terms, DEALER must apply and be approved for such terms with THE COMPANY's credit department, under the policies of THE COMPANY. DEALERS who are granted TERMS will have invoices mailed to them within 48 hours after the shipment leaves THE COMPANY's premises. Full payment is due thirty days from the date of the invoice, unless otherwise specified. If payment is not made within the specified time periods, THE COMPANY reserves the right to assess a service charge at the rate of 1.5% per month for the unpaid balance. If THE COMPANY has to contract with a collection agency for the lack of DEALER payments, DEALER agrees to pay any and all costs incurred by THE COMPANY in the collection of any amounts owed to THE COMPANY from the DEALER. Should THE COMPANY bring suit against DEALER for collection of monies owed, DEALER shall be responsible for all cost of suit and collection including reasonable attorney's fees incurred by THE COMPANY.

If DEALER does not qualify for TERMS account, or DEALER ceases to qualify for TERMS with THE COMPANY, the DEALER shall pay the purchase price for the PRODUCTS by cash-in-advance (C.I.A.) or C.O.D.

This agreement is personal and rights hereunder are not assignable nor are the obligations imposed upon the DEALER delegable without the written consent of THE COMPANY.

No modification or waiver of any of the provisions herein or any future representation, promises or conditions in connection with the subject matter hereof shall be binding upon THE COMPANY unless made in writing and signed on its behalf. A mere acknowledgement or acceptance of any order inconsistent with the terms of this agreement, with the making of deliveries pursuant thereto, shall not be deemed an acceptance or approval of any such inconsistent provisions.

This agreement shall be governed by and construed under the laws of the State of Texas and any suit to enforce any of the terms hereof shall be brought in the District Court, City of Georgetown and County of Williamson in the State of Texas and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction of said court.

This agreement shall continue for a term of 18 months. At the expiration of this term, the DEALER will be asked to sign a new Dealer Agreement and submit a signed Bank Reference Release Form. Upon verification, the Dealer will be notified of THE COMPANY's decision to extend Dealership status for another 18 months or until such time as either party terminates this agreement pursuant to this section. If DEALER has established TERMS with THE COMPANY, DEALER will be asked to submit new credit information for verification. This agreement may be terminated by either party at any time for any reason, or for no reason whatsoever by giving written notice of termination to the other. Notwithstanding the termination of the agreement, each party's obligations under this agreement shall continue insofar as products have been ordered and delivered by THE COMPANY to DEALER.

IN WITNESS WHEREOFF, these parties hereto have executed this agreement as of the date set forth below by the authorized signatures of DEALER and THE COMPANY.

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

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (type or print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
State Reseller ID Number

\_\_\_\_\_  
Dealer E-Mail Address