

## **NON-EXCLUSIVE DEALERSHIP AGREEMENT**

This Non-Exclusive Dealership Agreement ("Agreement"), made and effective this \_\_\_\_\_, (the "Effective Date") by and between H2O on the Go, Inc. ("H2O") and \_\_\_\_\_ ("Dealer").

H2O desires to appoint Dealer, and Dealer desires to accept appointment, as a Dealer of H2O's products as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements promises set forth herein, the parties agree as follows:

### **1. RIGHTS GRANTED.**

H2O hereby grants to Dealer a non-exclusive right, on the terms and conditions contained below, to purchase, inventory, promote and resell the "H2O's Products" (as defined below). Nothing herein shall prevent or prohibit H2O from selling any of H2O's Products directly to any customers or other Dealers.

### **2. PRODUCTS.**

As used in this Agreement, the term "H2O's Products" shall mean the products and related service parts and accessories manufactured and/or sold by H2O as follows: Smooth Moves Seats' mounts and accessories.

### **3. TERMS OF SALE.**

All sales of H2O's Products to Dealer shall be made pursuant to this Agreement at such prices and on such terms as defined in Exhibit A – OEM Price List - Defiance Marine which is subject to change with 30 (thirty) days notice. All prices are FOB H2O's facility. H2O agrees to properly pack all items for shipment. Risk of loss due to damage or destruction of H2O's Products shall be borne by Dealer after delivery to the carrier for shipment. The shipper will be selected by H2O unless Dealer requests a reasonable alternative. All orders are subject to acceptance by H2O. Except as otherwise expressly agreed by H2O in advance, this Agreement shall control all aspects of the dealings between H2O and Dealer with respect to H2O's Products and any additional or different terms in any Dealer order are hereby rejected. Dealer agrees not to offer product for sale below MSRP Guidelines as defined in Exhibit A unless Dealer is discontinuing sale of product, at which time price will be whatever Dealer deems fair market value. MSRP (Manufacturer Suggested Retail Price) is subject to change with 30 (thirty) days notice given by H2O. "Discount offers" or "Sales" are allowed for a term of not more than 45 days per year, and discounts are not to exceed 10% of MSRP. Breach of these terms will result in immediate cancellation of Dealer's ability to purchase future products from H2O at pricing outlined in Exhibit A.

#### **4. PAYMENT.**

Payment terms are net thirty (30) days from ship date. Any balances unpaid after sixty (60) days will be charged interest of 1 ½% per month from the date such payment was due. Prices are F.O.B. H2O's shipping point unless otherwise agreed upon; specified on the PO or in a writing related to a particular purchase of Product. H2O is entitled to perform periodic credit reviews of Dealer. Whenever, in the judgment of H2O, the financial condition of the Dealer does not justify the continuation of production or shipment on the specified terms of payment, H2O may require full or partial payment in advance.

#### **5. PRODUCT WARRANTY POLICIES.**

In the event that any of H2O's Products are proved to H2O's satisfaction to have been defective at time of sale to Dealer, H2O will make an appropriate adjustment in the original sales price of such product or, at H2O's election, replace the defective product. H2O shall provide to Dealer information with respect to H2O's limited warranty extended to the original consumer of H2O's Products.

H2O MAKES NO WARRANTY TO DEALER WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **6. ORDER PROCESSING AND RETURNS.**

- a. H2O will employ its best efforts to fill Dealer's orders promptly on acceptance, but reserves the right to allot available inventories among Dealers at its discretion.
- b. Except for H2O's Products that are defective at the time of sales to Dealer, H2O shall not be obligated to accept any of H2O's Products that are returned.

#### **7. RELATIONSHIP OF THE PARTIES.**

The relationship between H2O and Dealer is that of vendor and vendee. Dealer, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of H2O. Dealer will not modify or reverse-engineer any of H2O's Products without written permission from H2O. Neither Dealer nor H2O shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

**H2O**

H2O On The Go, Inc.

By: \_\_\_\_\_

Name: Kevin Christianson

Title: CEO

**DEALER**

By: \_\_\_\_\_

Name:

Title: