



JAXON CUSTOM STAINLESS DEALER AGREEMENT

This Agreement is made effective (Date) between Jaxon Custom Stainless (herein referred to as "Company" and (Name of Dealer) (herein referred to as "Dealer").

The Company is engaged in the manufacture and installation of stainless steel and other metal solid surface products. The Dealer has requested to resell the Company's products and services to its customers.

In consideration of the mutual covenants of the parties and for other good and valuable consideration, the Company and Dealer hereby agrees as follows:

APPOINTMENT Subject to the terms and conditions contained within this Agreement, Company grants Dealer the right to market and sell the Company's products. The Dealer represents and warrants to the Company that Dealer is:

- Qualified to resell the Company's products and services.
- Sufficiently knowledgeable with the Company's products and services to resell to its customers.
- Not competing and will not compete with the Company in offering stainless steel manufacturing products to the Company's dealers.

ACCEPTANCE OF APPOINTMENT Dealer accepts appointment as Dealer subject to the terms and conditions contained within this Agreement.

DUTIES OF DEALER Dealer shall undertake the following duties in a professional manner to the satisfaction of the Company:

- Purchase Company's products and services according to pricing detailed as an attachment with this Agreement.
- Obtain any needed licenses, permits, governmental approvals pertaining to the sales of product and installation services.
- Comply with all applicable federal, state and local laws, ordinances and regulations in order to carry out Dealer's performance of this Agreement.
- Notify Company immediately of any threatened or actual legal action against the Dealer or Company regarding Company's products or services.

PRICES Dealer shall pay Company the prices for products and services purchased under this Agreement. Pricing is detailed in an attachment with this Agreement. New products and services, when released, will be sold to Dealer at Company's then existing prices. Prices may be amended by Company from time to time. All such changes shall become effective thirty (30) days after Dealer has received written notice from Company.

ORDERS Dealer may initiate purchases by submitting an order. All orders shall be in a form that is acceptable to Company. All orders must be accepted in writing by Company and are not valid or effective until accepted by Company. Company reserves the right to reject any order.

PAYMENT 50% of payment for all orders shall be made to the Company by Dealer to Company when placed. This portion of payment is non-refundable after order is accepted by Company. The other 50% of payment is due and payable within 30 days of completion of installation.

DELIVERY After the Company has accepted an Order from the Dealer, the Company will use reasonable efforts to fulfill any orders received from the Dealer within 30 days. Exception is manufacture and installation of integrated sinks or oversized units by Company that will be delivered within 90 days. Company shall not have a duty or obligations to delivery any products or services if Dealer is in breach or default of this Agreement or any past due amount is owed by Dealer to Company.

TERMS The term of this Agreement shall be in force for one (1) year after which this Agreement will automatically renew in one (1) year intervals unless cancelled in writing sixty (60) days prior to renewal date. This Agreement may be terminated at any time should by the Company or Dealers should the other party materially breach this Agreement. Such a material breach would include but not be limited to engaging in dishonest, fraudulent, or felonious conduct or other conduct materially injurious to the other party. On the event of early termination, the Dealer will pay for products and services delivered or ordered up to the date of termination.

MARKETING Sales material, displays and advertisements including website, direct mail and other outside advertising that utilize company trademarks, logos or photographs that is released to the public shall be approved by Company in writing prior to its public release.

CANCELLATION This Agreement may be terminated by the Company or Dealer upon sixty (60) days written notice to the other party. Company shall have the right to immediately terminate this Agreement without prior notice or penalty if Dealer, its employees, or agents shall materially breach this Agreement.

EFFECT OF TERMINATION AND/OR EXPIRATION Upon termination or expiration of this Agreement for any reason, Dealer waives the applicability and protection of all laws, regardless of jurisdiction, giving to Dealer any rights of indemnity or other compensation in lieu of notice or otherwise arising upon termination of this Agreement. Company will not be required to indemnify or pay any amount to Dealer as a result of termination of this Agreement.

TRAINING Dealer and Company understand and agree that initial training of Dealer's personnel will be provided by the Company at Dealer's premises.

- Company will provide training materials and product samples to familiarize Dealer with the Company's product line and installation services.
- Company will provide training, subject to availability of Company personnel at Dealer's facilities, when reasonable requested by the Dealer. Dealer will bear the expenses of this training.
- Subsequent to Dealer's receipt of relevant training, the Dealer will respond in a timely and effective manner to all inquiries by its customers concerning purchase and installation of Company's products.
- Company agrees to provide a reasonable level of phone support for Dealer's customers that the Dealer cannot resolve directly.
- Company agrees to provide one copy of Dealer Training Manual and product samples at no cost. Amended documentation and samples will be provided to Dealer at no cost. Additional copies of Dealer Training Manual and product samples will be furnished at Company's then existing price.
- Dealer shall not make any change to any documents provided by the Company to the Dealer.

LIABILITY INSURANCE Company acknowledges Dealer's obligation to obtain appropriate liability insurance coverage for the benefit of Dealer's employees. Dealer waives any rights to recovery from Company for any injuries that Dealer's employees may sustain while performing services under this Agreement that are a result of the negligence of Dealer's employees.

INDEMNIFICATION Dealer agrees to indemnify and hold Company harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Dealer that result from the acts or omissions of Dealer's employees or agents or arising out of the operation of Dealer's business. The activities of Dealer's employees and agents of representatives will be considered activities of the Dealer for purposes of this Section. Company will have the right, but not the obligation, to assume the defense for any such lawsuit, proceeding or action. Company and Dealer will each give the other party prompt notice of any such claim, lawsuit, proceeding or action.

ASSIGNMENT Dealer's obligations and rights under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Company. Any transfer of a controlling interest in Dealer shall be considered an assignment.

CONFIDENTIALITY Dealer agrees, during or after the term of this Agreement, not to reveal confidential information, or trade secrets to any person, firm, corporation or entity. For the purposes of this Agreement, proprietary information shall include but not be limited to the following: prices, costs, discounts, future plans, business affairs, Dealer Training materials and manuals, financial information, personnel information, business planning, strategies, dealer agreements or any other such business contracts as would normally be entered into by Company in the normal course of business. A violation of this paragraph shall be a material violation of this Agreement. Dealer shall not use, make, have made, distribute or disclose any copies of Confidential Information, in whole or in part, without the prior written authorization of Company. Dealer shall inform its employees having access to Confidential Information of Dealer's limitations, duties and obligations regarding nondisclosure and copying of Company's confidential information.

UNAUTHORIZED DISCLOSURE OF INFORMATION Should Dealer reveal or threaten to reveal confidential information, Company shall be entitled to an injunction restraining Dealer from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and Company may pursue any other remedies it has against Dealer for a breach or threatened breach of this condition, including the recovery of damages from Dealer.

CONFIDENTIALITY AFTER TERMINATION The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

USE OF COMPANY TRADEMARKS OR SERVICE MARKS

During the term of this Agreement, Dealer shall have a limited license to use Company trademarks in connection with Dealer's promotion of Company products and services, but only in strict compliance with such license and policies, instructions and guidelines of Company. Dealer acknowledges the exclusive right, title and interest of Company in and to Company trademarks. Nothing contained in this Agreement shall be construed to Dealer any right, title of interest in or to any of the trademarks other than the right to use outlined in this Agreement.

Dealer shall fully cooperate with Company in maintaining and defending ownership and validity of each of Company's trademarks against infringement and claims of infringement. Dealer shall promptly notify Company of any infringement or unauthorized use of any Trademark by any third party, or any assertion by any third party that Dealer's use of any trademark constitutes infringement. Company shall not be obligated to initiate or defend legal action with respect to any trademark infringement. Dealer shall not initiate or defend any such action itself without Company's prior written consent. Upon the expiration or termination of this Agreement for any reason, Dealer will immediately cease all use of the trademarks of Company and destroy all materials bearing the trademarks of the Company including all advertisements of the company. Dealer shall also take all actions necessary to transfer and assign to Company or its nominee any right, title or interest in or to any of the trademarks which Dealer may have acquired in any manner as a result of its activities under this Agreement.

WARRANTIES Products and services by Company are delivered with warranty for one (1) year against workmanship and defects. Products supplied by third parties are subject to the applicable warranties provided by such third parties, and the Company makes no additional warranties with respect to such products. Normal wear and tear is excluded from Company warranties.

Company provides protective covering that cannot be removed except by homeowner. Construction Superintendent or other dealer authorized signer will be responsible to approve and accept materials and services upon completion of installation. Company is not responsible for damages to product after installation is accepted.

Dealer shall in no way imply or state to its customers that any warranties not expressly given by Company or applicable third parties are in effect.

LIMITATION OF WARRANTIES: Company does not make any express or implied warranties (except as stated above) including, but not limited to, the warranties of design, merchantability or fitness for a particular purpose.

LIMITATION OF INTELLECTUAL PROPERTY LIABILITY The Company shall have no liability for any claim of copyright, trade secret or patent infringement based on the use of products and services not provided by Company.

DISCLAIMER OF PARTNERSHIP OR AGENCY The relationship between Company and Dealer under this Agreement is solely that of independent contractors. Each of the parties is not a legal representative or agent of the other party.

FORCE MAJEURE If the performance of Company is made impossible by reason of any circumstances beyond Company's reasonable control, including without limitation vendor delay, fire, explosion, power failure, acts of God, war, revolution, civil uprising, or acts of public enemies including terrorists, any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body, labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts, then Company shall be excused from such performance on a day-to day basis to the extent of such interference, provided that Company shall use reasonable efforts to remove such causes of nonperformance. Under no circumstances shall economic considerations, economic impracticability or inefficiencies delay or excuse Dealer's performance or be considered an event of "Force Majeure."

RETURN OF RECORDS Upon termination of this Agreement, Dealer shall deliver all records, notes, data, memorandum, documents, sales materials and samples that are in Dealer's possession or under Dealer's control and that are Company's property.

NOTICES All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Company:

Jaxon Custom Stainless
11250 E. Stallion Dr.
Parker, CO 80138

Dealer:

Dealer Name
Dealer Address
Dealer City/State/Zip

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ASSISTANCE IN LITIGATION Dealer shall upon reasonable notice, furnish such information and proper assistance to Company as it may reasonably require in connection with any litigation in which it is, or may become a party.

AMENDMENT This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

ENTIRE AGREEMENT This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. Neither of the parties shall be bound by any terms, conditions, waivers, warranties or representations with respect to subject matter of this Agreement, other than what is expressly provided in this Agreement. This Agreement supersedes any prior written or oral Agreements, discussions or negotiations between the parties.

SEVERABILITY If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

LEGAL RELIEF Dealer agrees that in the event Dealer breaches or threatens to breach any portions of the Agreement expressed herein, the damages to Company will be great and irreparable and difficult to quantify; therefore, Company may apply to a court of competent jurisdiction for injunctive or other relief to restrain such breach or threat of breach, without disentiing Company from any other relief.

APPLICABLE LAW This Agreement shall be governed by the laws of the State of Colorado. The parties agree that the sole proper venue for any action related to this Agreement shall be located in Denver, CO and waive any claims or causes for change of venue.

DEFINITIONS The following words, jargon and acronyms shall have the following meanings when used in this Agreement:

- Prices – shall mean Company's then current prices for products and services as may be provided by Company to Dealer and its customers as initially set forth in "Price List" that is attached to this Agreement.
- Proprietary Information – Shall mean all ideas and concepts relating to company's proprietary information, without limitation to patents, trademarks, trade secrets, plans specifications, copyrights, service marks, trademarks and marketing plans.
- Order – Shall mean any document received by Company from Dealer contracting or purchasing Company products or services.

- Services – Shall mean any services provided by Company or Dealer to customers under this Agreement.
- Terms and Conditions – Shall mean Company Terms and Conditions.
- Trademarks – Shall mean any trademarks, service marks and trade names of Company which Dealer acknowledges are the property of Company.
- Training – Shall mean the training programs provided by Company to Dealer and staff to allow Dealer to sell, install, and maintenance of Company products and installation services.

BACKGROUND/ENUMERATIONS/HEADINGS The background, enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

SURVIVAL Dealer recognizes and agrees that its obligations under this Agreement shall survive the termination of this Agreement and Dealer shall be bound by such obligations after termination.

ATTORNEY FEES In the event of litigation arising from or relating to the terms of this Agreement, the prevailing party shall be entitled to recover the cost of such litigation including all reasonable attorneys fees.

SETTLEMENT BY ARBITRATION Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by binding arbitration in accordance with the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.

WAIVING OF RIGHTS The failure of either party to act upon any right it has or upon any breach by the other party shall not constitute a waiver of that or any other right, remedy, or breach. No waiver is effective unless made in writing and signed by the waiving party.

Accepted by:

Jaxon Custom Stainless

(Dealer)

By: _____

By: _____

Date: _____

Date: _____