



6320 East Stassney Lane, Bldg1
Austin, Texas 78744
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2020 DISTRIBUTOR PROGRAM AGREEMENT

This Distributor Agreement is between Feniex Industries, a corporation with its principal place of business located in Austin, Texas hereinafter referred to as "Feniex" and the appointed Reseller hereinafter referred to as "Distributor". Distributor desires to accept such appointment on the terms and conditions set forth.

ARTICLE 1: DEFINITIONS

1.1 "Confidential Information" shall mean any and all inventions, proprietary developments, processes, materials, designs, layouts, technology, price lists, cost data, correspondence, marketing and manufacturing techniques, trade secrets, customers lists, business strategies, and any and all other proprietary information disclosed by Feniex to Distributor in connection with this Agreement.

1.2 "Products" shall mean all types of products produced, provided or sold by Feniex Industries.

ARTICLE 2: APPOINTMENT AND SCOPE OF AGREEMENT

2.1 Feniex hereby appoints Distributor as its **non-exclusive distributor** for the Products. Distributor shall use best efforts to develop the market for Products in such a way to maintain and enhance the demand therefore.

2.2 Distributor is required to plan and forecast purchases in order to maintain a healthy stock level and service its customers. Distributor understand the manufacturing leadtimes, plans accordingly and sets optimum delivery expectations.

2.3 The parties may by mutual written agreement expand the definitions of Products set forth in Article 1 above, but there shall be no express or implied obligation on the part of Feniex to expand such definition.

ARTICLE 3: DUTIES OF DISTRIBUTOR, ONLINE LISTING

3.1 Distributor to act as the **non-exclusive distributor** of Feniex Products, using best efforts consistent with a commercial endeavor, to promote, exhibit, explain, publicize and sell all the Products. Such efforts shall specifically include efforts to locate and obtain confirmed orders for the sale of Products to existing customers and to develop new business through promotions with potential and prospective customers.

3.2 Distributor undertakes to promote and identify Feniex Products in its advertising, and to offer for sale and sell such Products only with the trade names, trademarks, logos and symbols used by Feniex in connection therewith. Distributor agrees not to use any trade name, symbol, trademark, logo or any other identifying names or mark that would be confusingly similar to or constitutes an imitation of such Feniex trade names, trademarks, logos and symbols.

3.3 By accepting its appointment hereunder, Distributor does not intend to become an employee of Feniex, but acts as a distributor selling products manufactured by Feniex. Distributor shall buy and resell Products as principal and for its own account, and shall have complete discretion and freedom to determine the prices at which, and the terms and conditions upon which Distributor may sell Products purchased under this Agreement.

3.4 Distributor acknowledges that in connection with the performance of this Agreement, Feniex may disclose to Distributor certain Confidential Information. Distributor agrees to keep such Confidential Information strictly confidential and not to disclose such information to any other person or company.



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ARTICLE 4: PRICES, WARRANTY, DROP SHIPMENTS, RETURNS, MAP POLICY, NET 30 ACCOUNTS

4.1 Prices quoted (via published price list and/or individually quoted requests) by Feniex shall not include tax or duties payable on such goods. Cost of packaging will not be included.

4.2 Feniex shall keep Distributor reasonably informed of any information in the time for delivery of orders in process. Although Feniex shall make reasonable attempts to process orders in timely fashion, Feniex shall not accept any liability for late delivery of Products or quotations. Distributor further acknowledges that in the event of a temporary reduction in capacity to fill orders (for example, as the result of a reorganization, environmental damage or otherwise), Feniex may extend the delivery time frame.

4.3 After approved with initial order as explained in the Pricing Structure and Signed Pricing Agreement, Distributor performance will be evaluated on a monthly basis. If account is not trending towards the yearly purchases commitment at any given time, the corresponding pricing level to the actual performance will apply.

4.4 International drop shipments will not be accepted. Drop shipments will only be accepted for domestic U.S. locations. A Drop Ship fee of \$10.00 per shipment applies to drop ship orders with only non- build items.

4.5 Approved dealers may use their account number from the parcel carrier of choice. In the event that Feniex is invoiced by the carrier due to unpaid dealer dues to the carrier, Feniex will invoice the dealer and add a 10% fee.

4.6 MAP Policy - The Distributor agrees to abide by Feniex's Minimum Advertised Price policy ("MAP Policy") as set forth in this subsection. The Distributor agrees that it will not publish in any advertisement or other form of media, including but not limited to catalogs, mailers, promotional fliers, or Internet or web sites, a price for a Feniex product that is under the MAP Price. The MAP Policy does not prevent the Distributor from selling a Feniex product at any price it chooses. The MAP Policy applies only to published prices in any form of media. It does not prevent the Distributor from submitting a bid for the sale of a Feniex product, at a price lower that it could advertise the product under the MAP Policy. Failure to comply with this MAP Policy shall result in termination from the Distributor program.

MAP Guidelines, Rules and Regulations:

- What is MAP? Minimum Advertised Pricing - MAP pricing is available on your Distributor price book.

- MAP is used to protect Distributors from price gouging and missing out on the profit intended for each of our Distributors

- MAP violations:

1. Posting any marketing material below MAP
2. Including the dollar amount off
3. Showcasing percentage off
4. Listing any product free
5. Packages under total MAP

- Approved MAP marketing:

Discount applied at cart without specifying amount or percentage

4.7 Feniex Industries, Inc. warrants to the original purchaser that the product shall be free from defects in material and workmanship for sixty (60) months from the date of purchase for all LED products. Feniex Industries warranties speakers, sirens and controllers for 24 months; switches and flashers for 12 months. Merchandise returned under warranty shall be subject to factory inspection and repaired or replaced at the option of Feniex Industries. Customer negligence will void warranty. Returns of a non-defective item within seven days may be subject to a restocking fee.



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4.8 Net 30-day accounts will be provided to Master Level and above Distributors, who apply for such an account by submitting a **credit application**. The accounting department will review the credit application, Feniex will notify the Distributor on the status of the application within 5-7 business days. The line of credit approved and provided to a Distributor is dependent on transactional history, credit references and credit score. **All orders, sales orders or sales transactions under net 30-day will only be processed when submitted with a formal PO (purchase order).**

ARTICLE 5: Branding Rules

5.1 You may use the Feniex logo or name in your company's advertising. Literature and websites solely in connection with the marketing and resale of Feniex branded products. However, any use of the Feniex logo or name must be carried out in accordance with the rules specified in this document. The following restrictions apply to any use of the Feniex logo and name:

- Use original versions of the Feniex logo and only those provided to you by Feniex. Do not alter the logo in any way, combine it with other graphic elements, add a drop shadow, change its color or place it on a patterned background.
- The Feniex logo may NOT be used on any object or product. Any exceptions must be approved by Feniex in writing.
- Neither the Feniex name nor logo may be used in any manner that would imply or leave the impression that your company is a division or subdivision of Feniex, that Feniex is a division or subdivision of your company, or that any one associated or affiliated with your company is an employee or an agent of Feniex. The Feniex logo or name may not be used in any manner that would be likely to confuse any third party as to the nature of your affiliation with Feniex, which at all times is that of dealer, distributor or partner. You shall clearly state and display the name of your business and provide appropriate contact information in any medium where you use the Feniex name or logo.
- The Feniex name and logo shall not be used in any manner that violates federal, state or local law.
- The Feniex logo and name may never be used in any URL, internet domain name, social media account or page name, social media profile photo or avatar, telephone caller identification or email address.
- The proper way to refer to your business name is", a Feniex ("Authorized Sub-Dealer," "Certified Distributor," "Master Distributor," "5-Star Partner", or "Off Road Distributor" as designated and approved in your dealer agreement). Once a dealer agreement is approved Feniex will provide you with a badge that is authorized for us on your website and marketing materials. Do not alter this badge in any way. For questions on branding and acceptable use, contact mark@feniex.com.