



Terms of Account

- 1. Accuracy of Information:** Dealer represents, warrants and agrees that: (a) all information given in connection herewith is true and correct; (b) Distributor is relying on the accuracy of this information in extending credit; (c) Dealer will notify Distributor within ten (10) days after any change in the personal or financial information provided to Distributor, including material change in management or ownership or in Dealer's financial condition; (d) Distributor may, periodically require Dealer to provide additional financial information as a condition of further credit or forbearance of collection; (e) Distributor is authorized to obtain any and all information Distributor may deem necessary from any source or reference whatsoever; (f) Distributor may release information concerning Dealer's payment history and compliance with these Terms of Account to credit reporting agencies or credit managers; (g) Any person from whom credit information is sought is authorized to disclose information about Dealer to Distributor; and (h) Dealer releases Distributor from any liability whatsoever for any error or omission in the information received or disclosed by Distributor.
- 2. Application for Credit/Terms of Sale:** No credit will be extended, and this Agreement is not binding on Distributor, until Dealer's credit application has been reviewed and accepted by Distributor's credit manager or authorized agent. Dealer agrees to pay promptly all charges incurred on its account. Unless Distributor specifically approves other terms at the time of sale, all invoices are due and payable net ten from the invoice date. Acceptance of purchase orders from Dealer on Dealer's forms shall be treated simply as the placement of an order for the goods specified therein, and shall not be construed as the acceptance by Distributor of any terms or conditions therein that vary from the terms of these Terms of Account. Distributor rejects any such terms that would vary these Terms of Account, and these Terms of Account shall control.
- 3. Finance Charges/Application of Payments:** Dealer agrees to pay a finance charge of 1.5% per month (18% APR) until paid, on any balance which is not paid when due. Dealer authorizes Distributor to apply all payments on its account to charges in the following order; (1) costs of collection; (2) unpaid service charges; and (3) unpaid invoices beginning with the oldest charge on Dealer's account. Dealer grants Distributor irrevocable limited power of attorney to accept and negotiate any payment due Dealer for goods purchased from Distributor, whether by joint payee check, draft, wire order, direct payment or otherwise. Distributor may endorse said check or other payment instrument, and provide lien waivers, bills of sale, or other evidence of payment on Dealer's behalf. Distributor shall apply all such payments received to Dealer's account, as provided in these Terms of Account, and account to Dealer for application of such payments and any excess proceeds due Dealer.
- 4. Inspection and Acceptance of Goods:** The term "goods", as used herein, shall encompass all materials or other services or thing of value purchased from Distributor. Dealer shall inspect promptly all goods purchased from Distributor, and report any billing error, loss, shortage, or damage to Distributor within twenty-four (24) hours of receipt of the subject materials. Dealer agrees to preserve evidence of any damaged or rejected goods pending Distributor's inspection of same; and to cooperate with Distributor's efforts to obtain compensation or reimbursement for any damage covered by insurance or third party indemnity. **Any claims or disputes concerning goods purchased from Distributor, including any claim for breach of Distributor's limited warranty set forth below, shall be deemed waived and released if not reported to Distributor, in writing, within said twenty-four (24) hour inspection period.**
- 5. Limited Warranty:** Distributor warrants only those goods purchased by Dealer shall conform to applicable manufacturer and industry standards and specifications. Dealer agrees to inspect all goods promptly upon receipt. Dealer's acceptance of all goods shall be presumed unless Dealer gives written notice to Distributor of any error in quantity, or defect in labor or materials within twenty-four (24) hours after receipt of the subject goods. Dealer's exclusive remedy for Distributor's breach of this Agreement or its Limited Warranty shall be the refund of Dealer's purchase price (or a pro-rated portion thereof considering the usable, non-defective portion of such goods), repair, or replacement, at Distributor's sole option.
- 6. Disclaimer of Liability: EXCEPT FOR THIS LIMITED WARRANTY, DISTRIBUTOR MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT. DISTRIBUTOR EXPRESSLY DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR CUSTOMER'S LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR ANY DAMAGES RELATING TO LOSS OF USE, DELAY, OR DEALER'S LOST PROFITS OR REVENUES, ARISING FROM OR RELATING TO ALLEGED DEFECTS IN ANY GOODS PURCHASED FROM DISTRIBUTOR. DISTRIBUTOR SHALL HAVE NO LIABILITY TO DEALER OR TO ANY THIRD PARTY FOR ANY DELAY OR INABILITY TO DELIVER GOODS PURCHASED OR ORDERED BY DEALER BY A PARTICULAR DATE.**
- 7. Indemnity of Distributor:** To the fullest extent permitted by law, Dealer agrees to defend, indemnify and hold Distributor harmless from: (a) any and all loss, cost, claim, damage, demand, or expense (including attorney's fees, costs, and/or expert witness fees incurred by Distributor in defending such claims) arising from or relating to the goods purchased from Distributor by Dealer, including any subsequent use, modification or re-sale of said goods by Dealer; and (b) any and all sales, transaction privilege, use and mining taxes due as a result of the sale of goods by Distributor to Dealer.
- 8. Remedies:** In the event of Dealer's default or impending default, Distributor may stop goods in transit without penalty or liability to Dealer for any loss, delay, damage or other expense incurred by Dealer. Distributor may pursue any other legal



Dealer Application

or equitable remedy, which rights and remedies are cumulative and not exclusive; Distributor may utilize any remedies it deems appropriate without need for exhaustion of remedies afforded by this Agreement.

9. **Choice of Law and Venue/Fees and Costs:** Any action arising out of or relating to this Agreement or collection of Dealer's account, including the breach or interpretation thereof, shall be commenced in Palm Beach County, Florida Court. Florida law shall govern this Agreement. This choice of law and venue provision is a negotiated term and an integral part of the bargained-for consideration for this Agreement. The prevailing party in any litigation hereunder may recover reasonable attorneys' fees and costs, including the cost of expert witnesses. The amount of such award shall be determined by the judge, and not by a jury. Notwithstanding the foregoing, Dealer agrees to pay all costs of collection (including collection agency fees) which, if this account is referred to Distributor's attorneys, shall include a reasonable sum for attorneys' fees and costs, without regard to whether a lawsuit is commenced.
10. **Final Integrated Contract/Effect of Partial Invalidity:** This Agreement is the final, complete and exclusive memorandum of the parties' intent. No evidence of alleged prior dealings, usage of trade or course of dealing shall be admissible to modify, supplement, or contradict the express terms of this Agreement. If any portion of this Agreement is invalid or unenforceable, the remainder shall be enforced as written. This Agreement may be amended only in writing, signed by authorized representatives of Distributor and Dealer.
11. **Time of the Essence/No Waiver:** Time is of the essence of this Agreement. No waiver or forbearance in Distributor's exercise of rights or remedies hereunder on any occasion shall be a waiver or estoppel of Distributor's right to exercise these rights or remedies on any subsequent occasion.

MAP Policy Guidelines & Agreement

Minimum Advertised Price: Edge Rotorblades requires its dealers to adhere to our Minimum Advertised Price policy. MAP for each product is listed on the dealer's invoice. Dealers that are found to be in violation of this policy will be provided with **ONE** warning. If a dealer continues to advertise below MAP after the warning is issued, the dealer will be canceled and all buying privileges revoked at Edge Rotorblades sole discretion. Dealers who have Dealers reselling any of our products must be sure their Dealers are in compliance with our terms to retain Edge Rotorblades dealership status.

Please note the following:

1. Any information relating to Edge Rotorblades products on an Internet Website, Forum or eBay is considered to be advertising for the purposes of this policy. Electronic mail sent in response to a Dealer inquiry is not considered to be advertising.
2. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered sale to an individual consumer.
3. The only allowed exception to MAP pricing guidelines - for a Edge Rotorblades dealer is the case of bundled offers, which must include at minimum 2 items (i.e. battery and connectors, or other related accessories). Bundles may be discounted by 10% from MAP, at maximum. Bundle discounts can only be made when all items are ordered, paid, and shipped at the same time. Bundle prices can not show the discounted price of each individual item as this would be a violation of our MAP Policy.

**** When price wars begin, EVERYONE loses. The current and future value of our products is lost and our credibility as a reliable wholesaler is reduced. As a retailer, your profit is reduced, and there will always be someone else who will want to go cheaper. Your cooperation is appreciated. ****

By signing below, I hereby acknowledge that I have read and fully understand the MAP Policy Guidelines and Agreement and will comply with it in its entirety. I also understand that any violation of MAP Policy Guidelines and Agreement will result in a termination of my dealer status and my buying privileges revoked.

Name:

Title: