



RESELLER TERMS AND CONDITIONS

Article 1 Acceptance

- 1.1 Vision X Offroad, LLC ("Vision X") has published this Reseller Agreement ("Agreement") as terms and conditions applicable to any entity ("Reseller") wishing to purchase Vision X products, as set forth in Section 2.1, for resale to others. Signing the Authorized Dealer profile serves as an indication the Reseller understands and consents to follow the terms and conditions set forth in this Agreement.

Article 2 Products

- 2.1 **Products.** The Products covered by this Agreement shall include Vision X Lighting products manufactured by Vision X, as more specifically defined as those products appearing in the Vision X Product Catalog and Vision X Company Website, as it may be amended from time to time.

Article 3 Prices and Payment Terms

- 3.1 The selling price to the Reseller for the Products will be a percentage off of Vision X's jobber price in effect at the time of Reseller's order, as agreed upon by the Reseller and Vision X. The Reseller shall submit purchase orders for the Products to Vision X in writing, which purchase orders shall set forth, at a minimum: identification of the Products ordered, quantity and requested delivery dates.
- 3.2 Vision X's price list is subject to change on sixty (60) days prior notice to Reseller, and any such price changes shall take effect only on orders placed after such sixty (60) day period.
- 3.3 In the event of any delay in payment of any amounts due to Vision X hereunder, Vision X shall have the right to suspend deliveries and may, at its option, terminate the order, as well as any and all other orders and contracts with the Reseller. The Reseller shall make all payments in accordance with the terms of this Agreement notwithstanding any claim for any alleged fault, defect or irregularity in the Products, in the event of any delay in payment, Vision X may, at its option, terminate the order and hold the Reseller liable for damages.

Article 4 Duties of Reseller

- 4.1 **License.** Subject to the provisions of Article 11 hereof, Vision X hereby grants the Reseller the non-exclusive right and license to use in the specified territory, only for so long as this Agreement is in force, Vision X Intellectual Property ("IP") may be used for the sole purpose of promoting and selling the Vision X Products, and for no other purpose.
- 4.2 **Discontinuations.** Nothing in this Agreement shall preclude Vision X from discontinuing the sale of any Product which Vision X reasonably concludes is no longer profitable or otherwise feasible for Vision X to sell, provided Vision X gives the Reseller at least thirty (30) days prior notice of such discontinuation.
- 4.3 **Limitations.** The Reseller shall buy and sell the Products in its own name and for its own account. The Reseller is an independent contractor, and not an employee, agent, joint venturer or partner of Vision X. The Reseller and employees of the Reseller shall identify themselves as such, and shall make clear the limitations of their authority to any potential or actual customers of the Products. The Reseller may not, in any manner, accept any obligation, incur any liability, promise any performance or pledge any credit on behalf of, or for the account of, Vision X except those expressly permitted under this Agreement. Each party shall pay any and all expenses and charges relating to their performance of contractual obligations hereunder.



RESELLER TERMS AND CONDITIONS

- 4.4 The Reseller, at its own cost and expense, shall use all reasonable commercial efforts to develop and exploit the maximum sales for the entire line of the Products. This covenant to use all reasonable commercial efforts shall include without limitation the following obligations:
- (a) **Sales Organization.** The Reseller shall establish and maintain a sales organization of personnel who are fully trained and knowledgeable about the Products.
 - (b) **Licenses and Permits.** The Reseller agrees that it shall obtain any and all licenses and permits which may be required under all applicable Federal, State or local law in order to perform the duties and obligations hereunder.
- 4.5 The Reseller agrees to provide Vision X with regular information as is necessary to keep Vision X up to date regarding sales of the Products, market trends, and the products and advertising of competitors. Upon Vision X's request and at Vision X's expense, the Reseller shall furnish Vision X with brochures, advertising, illustrations and samples of competitors' products.

Article 5 Stock Exchanges

- 5.1 Vision X offers to Resellers the option of stock exchange, not to exceed five percent (5%) of the previous year's purchase. To obtain a stock exchange, the Reseller must obtain authorization from Vision X. Qualifying Products must have been purchased within the previous twelve (12) months, and the Products must be an active, non-discontinued item, with a ninety (90) day allowance from day of discontinuation. The Reseller will be credited either the original price purchased or the Reseller's current discount rate off of the current "Jobber" pricing, whichever is less. A Stock Exchange must be accompanied by an order offsetting the Products one for one.

Article 6 Security Interest

- 6.1 Vision X retains ownership of any and all Products sold to the Reseller and all accounts receivable arising from the sale of such Products, including their respective proceeds, until paid in full. If the Products have not been paid in full by the specified terms of payment, agreed upon by the Reseller and Vision X, Vision X retains the right to the Products, and Vision X reserves the right to request the Products be shipped back to Vision X, at the Reseller's expense.

Article 7 Warranty and Returns

- 7.1 Vision X warrants to the Reseller each Product sold by it to be free from defects in material and workmanship, when properly maintained under normal use, under the following conditions:
- (a) A proof of purchase is required to validate all warranty claims. The warranty period is valid starting from the original date of purchase. All Products must be bought through an Authorized Dealer of Vision X to be eligible for warranty. All returns must receive authorization from Vision X before shipping the Product to Vision X.
 - (b) Damage resulting from any improper installation, accident, abuse, neglect or normal wear are not covered under warranty. Actions which void the warranty include opening of the lighting fixture, cutting any connectors or cords, broken glass, damage caused by physical abuse, or lights operated in environments outside their stated specifications.
 - (c) Consumables, such as bulbs, are not covered under warranty.



RESELLER TERMS AND CONDITIONS

- (d) Warranty items will be repaired to working condition and returned without cosmetic alterations.
- (e) All warranties should be handled through the Reseller of the Products which the end consumer originally purchased from. The end-user is responsible for delivery to the Vision X Returns Department in Auburn, WA.
- (f) If a product is deemed not to be covered under warranty, customers will be responsible for the return shipping charges. Items not covered under warranty can be repaired at the customer's expense for parts and labor, at the discretion of Vision X Lighting, who will provide an estimated repair cost before proceeding with the repair.

7.2 **Returns** will be authorized in compliance with the terms of warranties set forth above in Section 7.1. In order to obtain a Return Authorization ("RA"), a Product must be first bench tested by the Reseller. No Products with severed Deutsch connectors will be repaired under warranty, along with, but not limited to, physical damage, which is not covered under the warranty. Any request for a RA must be accompanied by the original sales invoice.

Article 8 Term and Termination

8.1 This Agreement may be terminated at any time by Vision X immediately upon written notice to the Reseller in the event that after the date hereof:

- (a) The Reseller fails to comply with the MAP policy set forth in Article 10 hereof;
- (b) The Reseller fails to comply with terms of use of the intellectual property ("IP") of Vision X as set forth by Article 11 hereof;

8.2 Anything in Section 8.1 above to the contrary notwithstanding, this Agreement may also be terminated at any time by either party immediately upon written notice to the other party in the event that after the date hereof:

- (a) Either party shall suspend or discontinue its business, or shall make an assignment for the benefit of, or composition with, creditors, or shall become insolvent or be unable or generally fail to pay its debts when due, or either becomes in any jurisdiction a party or subject to (voluntarily or involuntarily) any liquidation or dissolution action or proceeding with respect to itself, or to any bankruptcy, reorganization, insolvency or other proceeding for the relief of financially distressed debtors is commenced with respect to it, or a receiver, liquidator, custodian or trustee shall be appointed for it, or a substantial part of its assets (and with respect to any involuntary action or proceeding, an order entered in the proceeding is not dismissed within thirty (30) days) or it shall take any action to effect or which indicates its acquiescence in any of the foregoing;
- (b) A change in control of either party takes place. For the purposes of this agreement, "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interest, by contract or otherwise);
- (c) Either party attempts to assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party; or
- (d) Either party materially breaches any provision of this Agreement and fails to cure such default within thirty (30) days of receipt of written notice thereof, with the exception of the reasons for default set forth in Section 8.1 above, the occurrence of which gives Vision X the right of immediate termination.

8.3 **Procedure Upon Termination.** Upon termination of this Agreement, Vision X is entitled to restrict or cease deliveries of the Products to the Reseller, including deliveries on orders already received at the time of the notice of termination.



RESELLER TERMS AND CONDITIONS

Also upon termination of this Agreement, the Reseller shall cease to have any rights, liabilities or obligations hereunder.

- 8.4 **Effect of Termination.** Upon termination or expiration of this Agreement, all of the Reseller's rights with respect to Vision X IP shall immediately cease.

Article 9 Authorized Dealer Registration Program

- 9.1 The Reseller must require an Authorized Dealer Profile, as provided by Vision X, be completed and returned by any and all resellers of Products purchased from the Reseller. This does not apply to end users. Only resellers approved as authorized dealers by Vision X will be extended the rights granted to the Reseller hereof:
- (a) Regarding the authorized, limited, non-exclusive, royalty-free right to use the intellectual property of Vision X as described in Section 11.1. Sellers not registered as authorized dealers by Vision X will be found in violation of using the IP of Vision X unlawfully.
 - (b) Regarding the warranty for Products which do not conform to their description or which are defective in material or workmanship, as described in Section 7.1. Vision X will not be bound by the terms of this Agreement for Products sold to the end consumer by a seller who is not recognized as an Authorized Dealer.
- 9.2 The Reseller will be held responsible for the compliance of their customers with regards to the Authorized Dealer Program, including the adherence to the Minimum Advertised Price Policy of Article 10 herein, the proper use of IP as described in Article 11, and for the servicing of warranty claims described in Article 7 in the case that an Authorized Dealer Profile is not received as signed and recognized by Vision X. Vision X will claim no responsibility for warranting Products sold to an end consumer by an unauthorized reseller.

Article 10 Minimum Advertised Price

- 10.1 While this Agreement is in effect, the Reseller must adhere to the Minimum Advertised Price ("MAP") policy of the Vision X. MAP is defined as the price that is charged for a product to a retail buyer (typically, the consumer or end user of the product) by a reseller and is exclusive of a shipping rate. All retail and online advertised prices of Products shall adhere to MAP Pricing, except where prohibited by law. MAP pricing is set at the published "Jobber" rate, as described in Vision X's pricing sheet, furnished separate to this agreement, unless approved by Vision X in writing.
- 10.2 The Reseller shall ensure that sales to end-users by the Reseller or by a third-party obtaining product from the Reseller adhere to the MAP policy, except where prohibited by law. The following practices, but not limited to, constitute violations of MAP policy:
- (a) Products advertised to the general public in print or on the internet for less the "Jobber" rate.
 - (b) Advertising stating "prices to low to print," "chat/email/call for lowest price," "special pricing available," or any other advertising eluding to prices below MAP.
 - (c) eBay auctions or other auctions listing "Buy it now" or "Best offer" at less than MAP.
 - (d) Gift/free items included with a purchase or the discounting of other Products with purchase, when not approved by Vision X.
 - (e) Storewide discounts applied to Products.



RESELLER TERMS AND CONDITIONS

- 10.3 If a customer of the Reseller is in violation of MAP policy, the Reseller's account may be placed on hold until the pricing of the Reseller's customer is in compliance with MAP policy.

Article 11 Intellectual Property

- 11.1 For the duration of this Agreement, the Reseller shall have the limited, non-exclusive, royalty-free right to use the Intellectual Property ("IP") of Vision X, including Trademarks, Copyrighted Images, and Patents in connection with the promotion and sale of Products, provided however that the reseller obtain Vision X's prior written consent to use IP in catalogues, promotional materials, and advertising materials.
- 11.2 Use of IP shall conform to the following requirements:
- (a) The Reseller shall not use IP in any manner other than as set forth in Section 11.1 above without the prior written approval of Vision X.
 - (b) The Reseller shall not put or retain the IP in Reseller's own name or any business name;
 - (c) The Reseller shall not use the IP in any manner which suggests an affiliation with Vision X, other than that of reseller of the Products;
 - (d) The Reseller shall not add to, or use with, the IP, any other trade name, trademark, symbol or device without the prior written approval of Vision X.
 - (e) The Reseller shall employ any symbol or notice with the IP which Vision X advises is necessary, from time to time, to identify and protect the interest of Vision X in the IP.
- 11.3 The Reseller hereby acknowledges that Vision X (or Licensors of Vision X) are the sole owners of the IP and the goodwill pertaining thereto and that nothing contained herein shall constitute an assignment of the IP or grant to the Reseller any right, title or interest therein, except the right to use it as set forth in this Section 11.1. Reseller agrees that it will not contest Vision X's (or Vision X's Licensors') ownership of the IP, at any time.
- 11.4 The Reseller agrees that, upon the termination of this Agreement, it shall have no interest in or right to use the IP in any manner or for any purpose whatsoever, except for the limited right to sell its then remaining inventory of Products bearing the Trademarks.
- 11.5 Vision X represents and warrants to Reseller that (i) it is the registered owner of the IP and/or is the sole authorized licensee of such IP, pursuant to valid license agreements and (ii) it has the right, power and authority to enter into this Agreement and to grant to Reseller the rights granted hereby.

Article 12 Confidential Information

- 12.1 Vision X and the Reseller undertake that, during this agreement and for a term of five (5) years after its termination, both parties will not disclose any confidential information, including, but not limited to, information, technical data, or know-how which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of either party. All information becoming public knowledge prior to or after this agreement, other than as a result of improper inaction or action of the Reseller, is not included as confidential information. A breach of these terms of non-disclosure will be subject to termination.



RESELLER TERMS AND CONDITIONS

Article 13 Force Majeure

- 13.1 Neither party hereto shall be liable to the other for delay in any performance or for the failure to render any performance under this Agreement when such delay or failure is a direct result of any present or future statute, law, ordinance, regulation, order, failure to deliver on the part of its suppliers, judgment or decree, act of God, earthquake, epidemic, explosion, lockout, boycott, strike, labor unrest, riot, war, or similar catastrophic occurrence.
- 13.2 In the event of any such delay or failure, the affected party shall send written notice by fax, or email of the delay or failure and the reason thereof to the other party within fourteen (14) calendar days from the time the affected party knew or should have known of the Force Majeure in question.
- 13.3 The provisions of this Article shall not be applicable to any obligation involving the payment of money.

Article 14 General Provisions

- 14.1 **Governing Law.** This Agreement and all sales and commission transactions pursuant hereto shall be governed by the laws of State of Washington, but without reference to the choice of law provisions thereof.
- 14.2 **Entire Agreement; Amendment.** This Agreement, together with Exhibits hereto, contains the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. This Agreement may not be modified except in writing, signed by both of the parties hereto.
- 14.3 **Waiver.** The failure by the Corporation to require the performance of any term of this Agreement or the waiver by the Corporation of any breach under this Agreement shall not operate or be construed as a waiver of any subsequent breach by Reseller hereto.
- 14.4 **Assignment.** Neither party shall assign its rights nor delegate the performance of its duties or other obligations under this Agreement, including any claims arising out of or connected with this Agreement, without the prior written consent of the other party.
- 14.5 **Severability.** In case any one or more provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other applications thereof shall not in any way be affected or impaired thereby.