



DEALER/RESELLER AGREEMENT

THIS DEALER/RESELLER AGREEMENT (the “Agreement”) is made and entered into as of _____ (Date) by and between United Production Services, Inc. DBA BOLD Distribution, Inc. (BOLD, Inc.) and _____ (the “Dealer/Reseller”).

1. Appointment of Dealer/Reseller:

- (a) BOLD, Inc. authorizes and appoints the stated Dealer/Reseller above as a non-exclusive Dealer/Reseller to market, sell, or incorporate for resale the Products provided by this agreement.
- (b) BOLD, Inc. may revise the list of Products at any time without written notice.

2. Orders/ Returns/ Defective Products:

- (a) All orders must be submitted in writing (as a Purchase Order) to BOLD, Inc., at PO@bolddistribution.us and shall include Dealer/Reseller address with contact information, Product item number, description, quantity, unit price, and the delivery location.
- (b) Dealer/Reseller shall be notified of any expected delays in shipment or back-ordered items.
- (c) All sales are final. There shall be no refunds, returns, or cancellations of orders after they have shipped. Any requested returns will be at the sole discretion of BOLD, Inc., and will include restocking fees as determined by BOLD, Inc.
- (d) Open Box Returns are not permitted and will be refused upon receipt of shipment.
- (e) If an item is defective, a replacement item or applicable credit memo shall be issued to the Dealer/Reseller **after the item has been returned to BOLD, Inc.** and deemed defective by our engineers or by the product manufacturer. Credits taken automatically against existing invoices will be denied. **Any other end-user or Dealer/Reseller issue regarding the product, performance of a product or expectation of a product will need to be addressed directly with the product manufacturer.**
- (f) “B-Stock” Items are sold “As-Is” and are not subject to warranty or product return.

3. Drop Shipments:

- (a) In accordance with Tennessee state law, drop shipments from an out-of-state Dealer/Reseller to customers in Tennessee will be subject to Tennessee sales tax. To avoid the sales tax, an out-of-state Dealer/Reseller must either (1) provide a resale certificate with a Tennessee registration number, (2) provide an exemption certificate evidencing that the sale of goods is not subject to Tennessee sales tax, or (3) obtain a Tennessee resale certificate from the customer receiving the shipment.



- (b) All Drop Shipments must be shipped on the Dealer/Reseller's UPS or FedEx account number.
- (c) At the discretion of BOLD Distribution, a \$20.00 handling fee may be added for any Drop Shipments from the BOLD Distribution warehouse for Dealers/Resellers that do not stock inventory.
- (d) International Drop Shipments are not permitted.

4. Delivery of Products - FOB SHIPPING POINT - BOLD, Inc. will not be liable for any damages, losses, or defects to the Products after leaving the BOLD, Inc., warehouse.

5. Pricing:

- (a) Dealer/Reseller shall pay BOLD, Inc.'s Dealer/Reseller price for each Product, as listed in the most recently updated price sheets, less any discounts that may apply.
- (b) **Resale Prices-** Dealer/Reseller may determine its own retail prices, which shall not be advertised lower than the Minimum Advertised Pricing ("MAP") provided to each reseller for each item. Violation of MAP pricing standards shall result in shipments placed on hold until the MAP Violation is corrected, price difference fees and/or termination of this agreement, based on the sole discretion of BOLD, Inc., in addition to consequences set forth by the product manufacturer.
- (c) **Price Changes-** Updated price lists shall be provided each quarter, or as they become available. Prices shall be based on the current price offered when Purchase Order is submitted.

6. Payments:

- (a) All payments shall be due upon order unless otherwise negotiated based on a submitted credit application and well-established account history with other companies.
- (b) Any applicable taxes shall be applied to the Dealer/Reseller's invoice and paid by the Dealer/Reseller. (c) An additional 4% processing fee will be applied to all credit card payments.

7. Term:

- (a) **Initial Term.** The initial term of this agreement will begin upon the date stated below and continue yearly unless terminated in writing by either party.
- (b) **BOLD, Inc.** reserves the right to terminate Dealer/Reseller Agreement at any time with or without cause.

8. Limited Warranties:

- (a) Any available product warranties offered by the manufacturer shall be communicated by BOLD, Inc. to the Dealer/Reseller.
- (b) "B-Stock" items are sold "As-Is" and are not subject to product warranties, unless otherwise stated.



9. Dealer/Reseller Responsibilities:

- (a) **Marketing.** Dealer/Reseller shall use reasonable efforts to market, advertise, and otherwise promote and sell the Products in the Territory.
- (b) **Maintain Records and Reports.** For three years after the expiration or termination of this agreement, Dealer/Reseller shall maintain records of its marketing, sales, and support and maintenance services under this agreement.
- (c) **Reports to BOLD, Inc.** At BOLD, Inc.'s reasonable request, Dealer/Reseller shall provide BOLD, Inc. with reports describing its sales, including the quantity of each item sold, the dates and serial numbers of the product sold, and remaining inventory on hand.

10. Markings and Notices: Dealer/Reseller will not remove or alter any trademarks, Product identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Products or their packaging.

11. No Reverse Engineering: Dealer/Reseller will not create or attempt to, or aid or permit others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of any Product, unless expressly permitted by Law.

12. Confidentiality Obligations: The parties shall continue to be bound by the terms of the Non-Disclosure Agreement between the parties, a copy of which is attached to this agreement.

13. Governing Law: This Agreement will be governed by the internal laws (and not the conflicts of law provisions) of the State of Tennessee, United States of America. Each of the parties agrees that any litigation based hereon, or arising out of, under, or in connection with this Agreement, will be brought and maintained exclusively in the courts of the State of Tennessee located in Sumner County, Tennessee, or in the United States District Court for the Middle District of Tennessee.

14. Binding Effect: This agreement will benefit and bind the parties and their respective heirs, successors, and permitted assigns.



15. Counterparts:

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall be deemed to be one and the same document.

The parties, being in agreement with the foregoing, have acknowledged their agreement by signing as provided below. By executing this Agreement, the parties, respectively, expressly acknowledge that they have had an adequate opportunity to review all of the Agreement's terms, including with an attorney of their choice if so desired, that they agree to each of the terms contained herein, and that they understand that this Agreement will become a binding agreement between the Company and Employee.

DEALER/RESELLER INFORMATION:

Company Name: _____

Physical and Web Addresses:

Officer Name & Title: _____

Signature : _____ Date: _____