

Fyrelane USA Distributor Agreement Document

Terms of Distributor Agreement

This agreement will formalize the terms and conditions of your company's designation as a distributor for Fyrelane USA (a Hydra Shield Dba) products set forth herein. Note: Company Name being Fyrelane USA and Distributor name being:

Distributors Name: _____.

- 1) This agreement shall be effective when accepted by Fyrelane USA and shall continue until terminated by either party. This agreement may be terminated upon written notice to the other party at least (30) days prior to an ending date to be designated. [Under certain circumstances listed within section 1.1 thru 1.5 of the distributor good faith agreement Fyrelane USA may revoke and suspend said distributorship for the following reasons under the distributor good faith agreement without written notice. (section 1.1 thru 1.5)] (Term: Distributor Good Faith Agreement Section is 1.1 thru 1.5)
 - a) Late Payments: Paying invoices late which are due from the terms set forth. Terms Negotiated: **Net 30**
 - b) No Payments: Not paying on an account after delinquency of account has been notified to said distributor.
 - c) Misrepresentation: Knowingly misrepresent Fyrelane USA or its company and products to any customer or entity.
 - d) Unethical Business Practice: Knowingly commit or engage in any unethical business relations with customers or any other entity while under agreement with Fyrelane USA.
 - e) Annual sales Minimum Requirements: We set at a reasonable dollar figure based on distributor guidelines set forth for large discounts given to said distributor that only distributors receive, unless sole source is directed by customer or company. Minimum requirements are set at **\$10,000 dollars annual sales**. Not holding up to the minimum requirements may result in termination of your distributorship status with Fyrelane USA.
- 2) **General Terms: Pricing, Delivery, shipping charges, invoices return and other details relating to sales shall be in accordance with current pricing "General Terms & Conditions" or as agreed upon by the parties to this agreement. Fyrelane USA reserves the right to change pricing and other terms and conditions of sale upon (30) days written notice or if Distributor Good Faith agreement, is not followed within said contract, we reserve the right to not honor said pricing or discounts without written notice. (written notice may be delivered in electronic form such as email or written notice Via the United States Postal Service). No notice will be provided if Fyrelane USA incurs unforeseen charges based on market surcharges of rising material and labor cost we may change pricing without notice. Pricing must be no higher than Fyrelane USA set list pricing to customer/company. This is to keep pricing fair for the market in which we service and distribute our products.**
- 3) **Sales of Product: Distributor must offer our product line within their line of products offered. Distributor must provide support and warranties of Fyrelane USA brand and products and not mislead customers to believe Fyrelane USA products are not available to them through said Distributor.**
- 4) **Annual Sales Minimum Requirements: *please see attached addendum 1A.***
- 5) **Legal: This Agreement is performable in Dallas County, Texas and shall be constructed and interpreted under the laws of the State of Texas, United States.**
- 6) **Date of Agreement: The Effective date of this agreement is upon acceptance by said distributor and Fyrelane USA (a Hydra Shield Dba)**
- 7) **USE of Company Logo: Distributor may use logo after complying with terms of this agreement. We also will provide marketing material for use which may include photos, Ads, and other items upon request from distributor.**

Terms of Distributor Agreement (cont.)

- 8) *Leads Generations: Fyrelane USA may offer potential leads to distributors within in their region. Fyrelane reserves the rights to control said leads that are direct sales generated by Fyrelane USA, but may pass them on to a distributor if it sees a mutual benefit to our joint venture. If you knowingly misrepresent our leads which results in the purchase of another product other than ours, fees may be assessed based on a fair market value of said product.*
- 9) *Distributor Territory: Distributor territory will be designated by Fyrelane and be based on distributors corporate/home office location. Each distributor will have its own territory that it may sale into. Leads that are generated from & by Fyrelane USA in said distributor's territory may be turned over to said distributor within the respected territories. Distributors are not to sale out side of their respected territories. If said distributor has an online store, they are also limited to the same territory that is established by Fyrelane USA and its organization. This is to keep fair business practices through out all our distributor bases.*
- 10) *By laws of Distributor Territory under this agreement, selling into another territory upon notification If said distributor under this agreement sales into another territory that it is not authorized to sale, the following penalties will take place (1) first offense will be given verbal written notice of Distributor Territory by Laws. Section 9-10b under this agreement and work to resolve the notice given. (2) Second Offense may result in discount reduction and administration fees (10%-15%) may be assessed depending on market value at time of sale based on a percentage of 10%-15% that was sold, and second written notice will be given outlining resolution of warning and Distributor Territory by laws section 9-10b will be given. (3) Third Offense may result in revoking of said distributor account fully and fees will be accrued in the percentage of 15%-25% of total sale that was made outside of territory. At the time of revoking said distributor from this agreement, distributor will owe all invoices 15 days from date of distributor agreement forfeiture late payments will be subject to late penalty fees. Note: if distributor in the defined territory is unable to sale base to the customer/end user and is forbidden in business dealings with end user/customer, Fyrelane USA will request such dispute in form of a mailed letter or electronic document notification from user/customer. Upon receipt of mailed or electronic document. Fyrelane will review and upon Fyrelane discretion can distribute through an alternate active distributor or Fyrelane can act as sole distributor of said sale.*
- 10b) *Distributor Territory limited the following territories set forth by Fyrelane USA.* _____
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Addendum 1A

- I. Annual sales minimum dollar amount is in US. Dollar(s) \$10,000.00 (USD)
- II. Minimum quantity ordered apply for distributors looking to carry the Fyrelane USA brand. We are dedicated to giving you competitive pricing but, in return we do require distributors to have minimum quantities ordered. This is so we are able to offer you special pricing, please see our Minimum Quantity Order Reference Sheet.
- III. Distributor MOQ (Minimum Order Quantity) reference sheet. These are the minimum quantities which must be purchased when ordering any one of the selected items listed below for distributors that are on special pricing discounts.
 - a. Hydra Storz Adapters – (16) pcs = (1) case minimum
 - b. Open Bore Storz Adapters – (16) pcs = (1) case minimum
 - c. Blind Caps – (16) pcs = (1) case minimum
 - d. Pre-Con's – (1) Unit = (1) unit minimum
 - e. Carlin Valve – (1) Unit = (1) unit minimum
 - f. Out of Service Signs – (25) pcs = (25) pcs minimum
 - g. Nylon Caps – minimum (12) pcs = (12) pcs minimum
 - h. Road markers (peel-n-stick) – (45) pcs = (1) case minimum
 - i. Road markers (non-peel-n-stick) - (50) pcs = (1) case minimum
 - j. 30 Degree Adapters – (4) pcs = (4) pcs minimum
 - k. Hydrant Wrenches – (12) pcs = (12) pcs minimum
 - l. Other various products will be based on a individual bases.

Distributor Agreement Acceptance Signature Page

By signing this agreement, you are agreeing to the terms set forth herein on said documents, (terms of distributor agreement and addendum 1A) you will follow the guidelines on these documents and that the information filled out is true and accurate based on your position with said distributor. This is a binding agreement between both companies listed below. ***(note: only authorized personnel in position to sign a legal binding document will be accepted.)***

Accepted:

Fyrelane USA (a Hydra Shield Dba)

8701 John Carpenter Frwy, Suite 230

Dallas, Texas 75247

Distributor:

Company Name: _____

Address: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____