

## EURO-WALL SYSTEMS LLC DEALER AGREEMENT

THIS AGREEMENT, to become effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
(hereafter called "Agreement") between - **Euro-Wall Systems LLC**, with its principal place of business  
at 2200 Murphy Court, North Port, Florida 34289 (hereafter called "Euro-Wall") and  
\_\_\_\_\_  
(Indicate if Individual, Partnership or Corporation.)  
with its place of business for the products covered by this Agreement located at:  
\_\_\_\_\_  
(hereafter called "Dealer").

### I. PURPOSE

This Agreement is to establish Dealer as a Dealer of Euro-Wall Systems LLC with the non-exclusive right to sell the Euro-Wall Systems LLC's Products, including parts, accessories and service items (hereafter called "Products") in the trade area served by Dealer and to establish the responsibilities of the parties.

### II. TERMS OF SALE

Upon acceptance by Euro-WallSystems LLC of a Dealer order for Products, terms of purchase will be as set forth in this Agreement. Prices and terms for Products shall be those in effect on the date that Euro-Wall Systems LLC accepts the Dealer order. All shipments are F.O.B., Port Charlotte Florida. Euro-WallSystems LLC will have the right to change the product offering and the terms and prices therefore at any time.

### III. CREDIT

Euro-Wall Systems LLC does not offer credit terms. Payments for goods will be by company check, wire transfer or cashiers check.

### IV. WARRANTY

Euro-Wall Products are sold subject only to the applicable Euro-Wall standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Dealer is not authorized to assume, on Euro-Wall's behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in such Euro-Wall Systems LLC standard warranty. Dealer shall indemnify and hold Euro-Wall Systems LLC harmless with respect to any Dealer representation beyond those in such Euro-Wall Systems LLC warranty. EURO-WALLS SYSTEMS LLC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### V. DELIVERY

Euro-Wall Systems LLC is not responsible and shall not be held liable for any damages caused by damage or missing freight or by late delivery of Euro-Wall Systems LLC products.

## VI. RESPONSIBILITY OF DEALER

Dealer shall:

(A) Dealer shall be a lawfully recognized business organized under state law being either:

(1) Professional glazing service, (2) Doors and Windows supplier or (3) a building supply company. All Dealers must have and maintain a physical showroom unless approved in writing by Euro-Wall Systems LLC.

(B) Dealer Shall provide to Euro-Wall Systems LLC a current list of email and phone numbers for Dealer sales, estimating, install and management staff so Euro-Wall Systems LLC can communicate official product information and policies.

(C) Aggressively promote the sale of Products, through, but not limited to, advertising, showrooms, trade shows, field demonstrations and meetings/contacts with architects, contractors and engineers.

(D) Extend to Dealer's customers Euro-Wall Systems LLC's applicable standard printed Products and warranty which is in effect at the time of retail sale. Dealer understands that no other warranty is expressed or implied.

(E) Properly staff and train sales, service and parts personnel with respect to Euro-Wall Systems LLC Products. Maintain adequate levels of Euro-Wall Systems LLC Product brochures.

(F) Dealer to send all quote requests for Euro-Wall Systems LLC Products to [quotes@euro-wall.com](mailto:quotes@euro-wall.com) using the Euro-Wall Systems LLC quote request form. Dealer also acknowledges that all orders must have both the quote sign-offs and the 50% Deposit received by Euro-Wall Systems LLC prior to order being processed. Rush orders (when available) will be charged a 10% surcharge to the originally quoted price.

(G) Dealer may purchase a full size sample (for Dealer Showroom Only) at 50% of standard price payable in full prior to production. Euro-Wall Systems LLC will refund to dealer 1/4 (25%) of purchase price as a credit from the next 4 Dealer orders over \$6,000.00 resulting in a no cost to Dealer showroom sample.

(H) Dealer may purchase a Euro-Wall Systems LLC factory install service. Euro-Wall Systems LLC will only transact business with Dealer and not the end user, or General contractor or any other entity other than the Euro-Wall Systems LLC Dealer. Dealer must follow all Euro-Wall Systems LLC install procedures and policies and timetables. Installs (workmanship) are warranted for a period of 2 years from the date of install. FLORIDA ONLY

(I) Dealer agrees to contact all sales leads provided to Dealer from Euro-Wall Systems LLC within 3 business days.

## VII. TERM

The term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other notice of non-renewal not less than 60 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

## VIII. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than 60 days written notice given to the other party, provided that nothing contained herein shall prevent Euro-Wall Systems LLC from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer. Dealer's failure to pay any amounts owing Euro-Wall Systems LLC when due, Dealer's failure to hold proceeds of the sale of Products in trust for Euro-Wall Systems LLC, or Dealer's failure to maintain satisfactory insurance with respect to Products. Dealer's failure to meet monthly order requirements. Upon termination for any reason, all amounts owed Euro-Wall Systems LLC will become immediately due and payable.

## IX. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use Euro-Wall Systems LLC's name and trademarks in the normal course of distributing Euro-Wall Systems LLC's Products and performing related services under this Agreement. Dealer agrees not to use Euro-Wall Systems LLC's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and Euro-Wall Systems LLC. Dealer may represent itself as an "authorized dealer" of Euro-Wall Systems LLC, and, with prior approval of Euro-Wall Systems LLC, may use Euro-Wall Systems LLC name and Product related trademarks on signs or other advertising or promotional material. Dealer's license to use Euro-Wall Systems LLC's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by Euro-Wall Systems LLC from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of Euro-Wall Systems LLC and shall cease use of all Euro-Wall Systems LLC names and trademarks and any signs or other material, including showroom samples of whatever nature, identifying Dealer as a dealer of Euro-Wall Systems LLC shall be removed or obliterated.

## X. GENERAL

- A. Dealer is not an agent of Euro-Wall nor is Dealer authorized to incur any obligations or make any representations on behalf of Euro-Wall.
- B. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- C. Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of Euro-Wall Systems LLC.
- D. If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- E. No waiver by Euro-Wall of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.
- F. All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by Euro-Wall to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- G. Euro-Wall reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements Euro-Wall has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.

H. Dealer agrees that application of any provision of this Agreement or related documents, or any other change implemented by Company, if equally applied to all other similar Euro-Wall dealers, shall not constitute a change in the competitive circumstances of Dealer.

I. Euro-Wall reserves the right to deal directly with Government Departments and National or Regional accounts.

J. This Agreement will be governed by the laws of the State of Florida.

(Dealer Name) \_\_\_\_\_

By \_\_\_\_\_ Signature \_\_\_\_\_  
(print name)

Title \_\_\_\_\_

Date \_\_\_\_\_

Euro-Wall Systems LLC

By Michael Zurbrigen Signature Michael Zurbrigen  
(print name)

Title Director of Operations

Date March 10, 2018