

Feniex Industries, Inc.

6320 E Stassney Ln,
Building 1, Suite 175
Austin, Texas 78744

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FENIEX DISTRIBUTOR PROGRAM AGREEMENT

This Distributor Agreement is between Feniex Industries, a corporation with its principal place of business located in Austin, Texas hereinafter referred to as "Feniex" and the appointed Reseller hereinafter referred to as "Distributor". Distributor desires to accept such an appointment on the terms and conditions set forth.

ARTICLE 1: DEFINITIONS

- 1.1 "Confidential Information" shall mean any and all inventions, proprietary developments, processes, materials, designs, layouts, technology, price lists, cost data, correspondence, marketing and manufacturing techniques, trade secrets, customers lists, business strategies, and any and all other proprietary information disclosed by Feniex to Distributor in connection with this Agreement.
- 1.2 "Products" shall mean all types of products produced, provided or sold by Feniex Industries.

ARTICLE 2: APPOINTMENT AND SCOPE OF AGREEMENT

- 2.1 Feniex hereby appoints Distributor as its **non-exclusive distributor** for the Products. Distributors shall use best efforts to develop the market for Products in such a way to maintain and enhance the demand therefore.
- 2.2 Distributor is required to plan and forecast purchases in order to maintain a healthy stock level and service its customers. Distributors understand the manufacturing lead times, plans accordingly and set optimum delivery expectations.
- 2.3 The parties may by mutual written agreement expand the definitions of Products set forth in Article 1 above, but there shall be no express or implied obligation on the part of Feniex to expand such definition.

ARTICLE 3: DUTIES OF DISTRIBUTOR, ONLINE LISTING

- 3.1 Distributor to act as the **non-exclusive distributor** of Feniex Products, using best efforts consistent with a commercial endeavor, to promote, exhibit, explain, publicize and sell all the Products. Such efforts shall specifically include efforts to locate and obtain confirmed orders for the sale of Products to existing customers and to develop new business through promotions with potential and prospective customers.
- 3.2 Distributor undertakes to promote and identify Feniex Products in its advertising, and to offer for sale and sell such Products only with the trade names, trademarks, logos and symbols used by Feniex in connection therewith. Distributor agrees not to use any trade name, symbol, trademark, logo or any other identifying names or mark that would be confusingly similar to or constitutes an imitation of such Feniex trade names, trademarks, logos and symbols.
- 3.3 By accepting its appointment hereunder, Distributor does not intend to become an employee of Feniex, but acts as a distributor selling products manufactured by Feniex. Distributor shall buy and resell Products as principal and for its own account, and shall have complete discretion and freedom to determine the prices at which, and the terms and conditions upon which Distributor may sell Products purchased under this Agreement.
- 3.4 Feniex expects distributors to abide by all safety rules, regulations and laws that govern the state in which Feniex lights are being showcased. Any reports of criminal, dishonest, or immoral conduct or behavior activity and/or any malicious misrepresentation of facts or falsification of records will be cause for immediate distributor status termination.
- 3.5 Distributor acknowledges that in connection with the performance of this Agreement, Feniex may disclose to the Distributor certain Confidential Information. Distributor agrees to keep such Confidential Information strictly confidential and not to disclose such information to any other person or company.

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- 3.6 If a Distributor would like to create product bundles using Feniex products, the entirety of the bundle will need to be made up of Feniex products. Feniex does not allow their products to be bundled with other brands. MAP pricing on the total bundle price is enforced.
- 3.7 You may not remove, delete, alter, or obscure any copyright, trademark, patent, or other intellectual property or proprietary rights, notices, or labels on Feniex Products. You may not remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, access or rights management, or security features in or protecting any Feniex Product, and you may not disassemble, de-compile, or otherwise reverse engineer any Feniex Product for any purpose. Any violation of the foregoing will be a material breach of this Agreement which cannot be cured, and Feniex will have the right to terminate this Agreement immediately upon notice.

ARTICLE 4: PRICES, DROP SHIPMENTS, RETURNS, MAP POLICY, NET 30 ACCOUNTS

- 4.1 Prices quoted (via published price list and/or individually quoted requests) by Feniex shall not include tax or duties payable on such goods. Cost of packaging will not be included.
- 4.2 Feniex shall keep the Distributor reasonably informed of any information in the time for delivery of orders in process. Although Feniex shall make reasonable attempts to process orders in a timely fashion, Feniex shall not accept any liability for late delivery of Products or quotations. Distributor further acknowledges that in the event of a temporary reduction in capacity to fill orders (for example, as the result of a reorganization, environmental damage or otherwise), Feniex may extend the delivery time frame.
- 4.3 After approval with initial order as explained in the Pricing Structure, Distributor performance will be evaluated on a quarterly basis. If the account is not trending towards the yearly purchases commitment established by their pricing level at any given time, **the corresponding pricing level to the actual performance will apply.**
- 4.4 International drop shipments will not be accepted. Drop shipments will only be accepted for domestic U.S. locations. A Drop Ship fee of \$10.00 per shipment applies to drop ship orders with only non- build items.
- 4.5 MAP Policy - The Distributor agrees to abide by Feniex's Minimum Advertised Price policy ("MAP Policy") as set forth in this subsection. The Distributor agrees that it will not publish in any advertisement or other form of media, including but not limited to catalogs, mailers, promotional fliers, or Internet or web sites, a price for a Feniex product that is under the MAP Price. The MAP Policy does not prevent the Distributor from selling a Feniex product at any price it chooses. The MAP Policy applies only to published prices in any form of media. It does not prevent the Distributor from submitting a bid for the sale of a Feniex product, at a price lower than it could advertise the product under the MAP Policy. **Failure to comply with this MAP Policy shall result in termination from the Distributor program.**

Feniex MAP price policies are country-specific. Please refer to the below chart for MAP international MAP pricing.

	International:
United States:	100% MAP 125%
Mexico:	MAP 115% MAP
Canada:	130% MAP
New Zealand /	110% MAP
Australia:	

MAP Guidelines, Rules and Regulations:

- What is MAP? Minimum Advertised Pricing - MAP pricing is available on the live dealer pricing sheet. - MAP is used to protect Distributors from price gouging and missing out on the profit intended for each of our Distributors
- MAP violations:
 1. Posting any marketing material below MAP
 2. Listing any product free
 3. Packages under total MAP

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- Approved MAP marketing:
Discount applied at cart without specifying amount or percentage

4.7 Net 30-day accounts will be provided to Distributors who apply for such an account by submitting a credit application. The accounting department will review the credit application submitted in full, Feniex will notify the Distributor on the status of the application within 5-7 business days. The line of credit approved and provided to a Distributor is dependent on transactional history, credit references and credit score. **All orders, sales orders or sales transactions under the net 30-day will only be processed when submitted with a formal PO (purchase order).**

ARTICLE 5: Branding Rules

5.1 You may use the Feniex logo or name in your company's advertising. Literature and websites solely in connection with the marketing and resale of Feniex branded products. However, any use of the Feniex logo or name must be carried out in accordance with the rules specified in this document. The following restrictions apply to any use of the Feniex logo and name:

- Use original versions of the Feniex logo and only those provided to you by Feniex. Do not alter the logo in any way, combine it with other graphic elements, add a drop shadow, change its color or place it on a patterned background.
- The Feniex logo may NOT be used on any object or product. Any exceptions must be approved by Feniex in writing.
- Neither the Feniex name nor logo may be used in any manner that would imply or leave the impression that your company is a division or subdivision of Feniex, that Feniex is a division or subdivision of your company, or that any one associated or affiliated with your company is an employee or an agent of Feniex. The Feniex logo or name may not be used in any manner that would be likely to confuse any third party as to the nature of your affiliation with Feniex, which at all times is that of dealer, distributor or partner. You shall clearly state and display the name of your business and provide appropriate contact information in any medium where you use the Feniex name or logo.
- The Feniex name and logo shall not be used in any manner that violates federal, state or local law. • The Feniex logo and name may never be used in any URL, internet domain name, social media account or page name, social media profile photo or avatar, telephone caller identification or email address. • The proper way to refer to your business name is", a Feniex ("Certified Distributor," "Master Distributor," "5-Star Partner" as designated and approved in your dealer agreement). For questions on branding and acceptable use, contact mark@feniex.com.

ARTICLE 6: Terms & Warranty

6.1 Place orders directly at <https://www.feniex.com/user/login>. From there, log in with your dealer credentials (username and password). For questions or log-in assistance, contact Customer Support at 1.800.615.8350.

6.2 Order Processing:

- Prepaid Accounts: Payment is required in full for the order to be processed and submitted into production.
- Net terms accounts: Orders will be processed and transferred into production within 1 business day, as long as the account is current and has not exceeded the credit limit.

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6.3 Order Fees:

Fees	Description
F-1007	Drop Ship fee of \$10.00 per shipment applies to dealer drop ship orders containing only non-customized products. Those products include: Speakers, Controllers, Flashers, Sirens, and Surface Mounts, scene lights, brackets, etc.
F-1010	10% Expedite Fee (48hrs lead time, subject to confirmation upon order processing)
F-1011	10% Order change fee: Orders canceled or changed after 24 hours of being placed will be subject to a 10% fee and extended lead times.
F-1008	<\$100 Order Fee: Orders under \$100 in value are subject to a \$10 fee.
F-1012	10% Hold Fee for orders indicated as Ship in Full (blankets and international orders are excluded)
F-1004	20% Restocking Fee: Returns of New Items: 30-day return policy on new, unused products. If returned within a 7-day window, Feniex waives the minimum 20% restocking fee.
F-1005	Credit Card Processing Fee (2.5% Net Terms) For net terms paying with CC
F-1012	10% Hold Fee will be charged (blanket orders excluded) for any orders containing finished goods that the Distributor requests to be held at a Feniex Facility awaiting full shipment.

- 6.4 Shipping:** Feniex will charge shipping for all orders, unless a shipper account number is provided at the time of order placement.
- 6.5 Order Changes:** Feniex charges a 10% service fee (based on product value) for any change requests made within 24 hours after order submission. Changes subject to fee can include, but are not limited to: color changes, product changes, or cancellations. Order changes will trigger a lead time review, depending on the changes the order could be subject to a new extended lead time to fulfill the order.
- 6.6 Return Merchandise Authorizations (RMA):** Feniex provides an automated RMA system, which allows all RMAs to be tracked 24/7. Required Steps to Request an RMA: To return a unit and generate an RMA, fill the [warranty ticket form](https://share.hsforms.com/1ihOZPi4LQKKPqL-IM_wV-w44h0b) https://share.hsforms.com/1ihOZPi4LQKKPqL-IM_wV-w44h0b also located at the footer of the Feniex.com website. The Quality Team may also be contacted directly for over the phone assistance at (512) 865-4481
- 6.7 Returns of New Items:** Feniex Industries offers a 30-day return policy on new, unused products. If products are returned within a 7-day window, Feniex waives the minimum 20% restocking fee. If the product is returned after 7 days, then the dealer will be subject to a minimum 20% restocking fee pulled from the return credit.
- 6.8 Coverage:** Feniex Industries, Inc. warrants to the original purchaser that the product shall be free from defects in material and workmanship for 5 years from the date of purchase for most products.. Feniex Industries speakers, sirens, controllers, rocker panels, AM Series Products, AI Series Products, and Torch Lights are warrantied for 2 years from the manufacturing date. Merchandise returned under warranty shall be subject to factory inspection and repaired or replaced at the option of Feniex Industries. Customer negligence will void warranty. Returns of a non-defective item within seven days will be subject to a restocking fee.

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- 6.9** Returns on Items Believed to be Defective: Feniex Industries reserves the right to repair or replace the defective product(s). Original purchaser is required to [create an RMA](#) providing complete and detailed information about the product defect including but not limited to: sales order, date purchased, picture of warranty label, problem description and product configurations.
- 6.10** RMA Shipping Logistics: Original purchaser is required to create the RMA and agrees to pay the shipping charges to return the product to Feniex Industries in Austin, TX.
- 6.11** Repair Completion Time: Once received, defective products will be repaired or replaced and returned within 3-5 business days unless there are parts issues that require an extended lead time. The quality team will communicate the options and timelines to customers in those circumstances.

Submitting the signed contract and continuously following the aforementioned regulations will keep your Distributor status active.

Manufacturer

Distributor

Signature_____

Signature_____

Name/Title _____

Name/Title_____

Company_____

Company_____

Date_____

Date_____