

AquaAmp Dealer Agreement

1108 Eldridge Street
Clearwater, FL 33755

Mailing Address: PO Box 1366
Clearwater, FL 33757

Ph: 813-336-1181

AquaAmp Dealer Application

Company Name :

Company's Legal Name:

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____ Company Website: www. _____

Shipping Address: City, State, Zip

Mailing Address: City, State, Zip

Federal I.D. Number or Owner's Social Security Number: _____

Credit Card Number/ Exp. Date/Security Code: _____

Name on Credit Card: Card Holder's Signature: _____

Credit Card Billing Address:

Please read and initial the following:

_____ 1. Dealer represents and warrants to AquaAmp that the above Dealer information is accurate and correct.

_____ 2. **Relationship.** AquaAmp agrees to furnish its services and products to Dealer pursuant to the terms of this Agreement. This Agreement sets forth the entire understanding between the parties. The term "Dealer" as used herein includes the undersigned Dealer and all persons or entities who purchase from or access AquaAmp products and services through the Dealer.

_____ 3. **Terms of Payment.** All delinquent accounts are subject to a late charge of 1.5 percent per month until paid in full and/or stop all production of product to the client until the account is in good standing. AquaAmp shall be entitled to recover a reasonable attorney's fee and court costs should AquaAmp engage an attorney to collect upon this Agreement or any transaction hereunder. Resale Tax Certificate must be on file to not incur the Sales Tax.

_____ 4. **Credit Card Authority.** Dealer has given AquaAmp the authority to utilize the credit card itemized hereinabove to pay for services and products prior to shipping. Subject to the terms hereof, Dealer waives all rights to challenge or set aside any lawful charge made by AquaAmp for the sale of its products or services hereunder. All refused or Returned items are subject to freight charges and 15% restock fee.

_____ 5. **Authorization.** The undersigned individual hereby warrants and represents that the undersigned individual is an officer of the Dealer company, is duly authorized to make this Agreement, and this Agreement has been ratified and approved by the applicable directors and/or officers of the Dealer company. Upon execution, this Agreement shall be a binding contract between the parties hereto.

_____ 6. **Minimum Advertised Pricing (MAP) Policy:** Dealers may advertise AquaAmp products at or above the minimum advertised price on their website. Advertising at prices below our online retail store of the MSRP violates the MAP Policy. The MAP Policy applies to all Dealer's selling prices. AquaAmp will monitor compliance with this policy. AquaAmp may, at its own discretion, stop supplying products to any Dealer found to be in violation of the MAP Policy. Please see attached page for details.

_____ 7. **LIMITATION OF WARRANTIES AND DAMAGES.** All products sold by AquaAmp have a limited warranty period of sixty (60) months covering manufacturing defects only for products that have been used and installed as intended. Please visit Aquaamp.com/warranty for the detailed policy.

_____ 8. **Freight.** AquaAmp's packaging methods and shipping methods shall be solely directed by AquaAmp at current market rates or/and established written policies.

_____ 9. **General Terms.** This agreement is made in the state of Florida, and all payments due here under shall be made to AquaAmp at: PO Box 1366, Clearwater, Florida 33757. Venue for the enforcement of this agreement or for the resolution of any dispute between Buyer and AquaAmp shall be adjudicated in Pinellas County, Florida, and venue for all suits shall be fixed in Pinellas County, Florida. If a Buyer asserts any claim against AquaAmp, under the a forementioned warranties or otherwise, and if said claims are not resolved through negotiations between the parties, then all such claims and disputes shall be subject to non-binding mediation in Pinellas County, Florida, as a condition precedent to Buyer's asserting any legal action against AquaAmp. Said mediation shall be conducted by a certified mediator under the laws of the state of Florida, and each party shall be responsible for paying an equal share of all mediation costs. This mandatory mediation shall be a condition precedent to the filing of any legal action or lawsuit, and the terms of this agreement shall be enforceable by any court of competent jurisdiction.

Minimum Advertised Pricing (MAP) Policy

AquaAmp has worked hard to ensure that all authorized dealers provide consumers of AquaAmp products with the advice, service, knowledge, and support necessary to maintain the high level of customer satisfaction we have developed. AquaAmp has concluded that certain types of advertising can affect our goodwill and is damaging to the standards and reputation that AquaAmp products have achieved. Therefore, AquaAmp has a Minimum Advertised Price (“MAP”) policy.

Objectives:

1. To ensure that our dealer-product relationships are consistent, and value based.
2. To maintain the proper positioning of AquaAmp products in the marketplace.

The MAP Policy: Dealers may advertise AquaAmp products at or above the minimum advertised price.

The MAP is published in the 2022 AquaAmp Distributor/Dealer price list. For purposes of the MAP Policy “advertising” means any advertising through authorized media.

Authorized media consists of billboards, newspapers, magazines, catalogs, brochures, direct mail, retail flyers, television, radio, e-commerce, forums and dealer internet sites or any other method which uses the hypertext transfer protocol (“http”) or any internal link to a web-based shopping cart is considered advertising for the purposes of this policy.

- Advertising at prices below our online retail store of the MSRP violates the MAP Policy.
- Any price with a “strike through” treatment is not considered a proper display of the MAP or higher price.
- Any advertised price, discounts such as coupons, or free accessories resulting in an effective advertised price for AquaAmp products at less than the MAP will constitute a violation of the MAP Policy.
- A Dealer who advertises bundles of products, which include AquaAmp products, must advertise the price or value of the AquaAmp products at or above the MAP. For example, the advertised bundle should say “includes AquaAmp product, which has a suggested retail price of \$XX.00 (or higher)”.
- The MAP Policy applies to all Dealer’s selling prices.
- AquaAmp will monitor compliance with this policy. AquaAmp may, at its own discretion, stop supplying products to any Dealer found to be in violation of the MAP Policy.

Questions about whether a planned advertisement complies with this policy should be directed to AquaAmp. at (813) 336-1181 for guidance.