



Brixun Corporation DBA Liquid Eyewear®
3129 Tiger Run Court STE 212
Carlsbad CA 92010

Dealer Agreement

Dealers agree to abide by the following terms and conditions
Violation/Failure to Comply will result in immediate
Suspension/Termination of Account

- A. If sold in a physical location, the exterior and interior appearances and decoration of the location shall remain tasteful and of highest quality, consistent with the image of Liquid Eyewear® products. Dealer must carry a fair cross section of the Liquid Eyewear® product line as recommended by BriXun Corporation DBA Liquid Eyewear®. (hereinafter "LIQUID").
- B. Dealer agrees to consider LIQUID Minimum Advertised Pricing (MAP)/ Manufacturer Suggested Retail Price (MSRP) as the primary pricing guideline for any product, as attached. Dealer will be notified, in writing, by LIQUID when a discount is allowed.
- C. All forms of LIQUID product advertising (print, video, billboard, radio, etc.) must be approved by the LIQUID marketing department prior to use.
- D. LIQUID products shall not be sold by Dealer through or to any entity or person for resale or exhibition unless previously approved by LIQUID, or diverted by any means to any entity or person for resale or exhibition, or sold or transferred to any entity or person who Dealer reasonably believes has the intention of reselling or otherwise exhibiting the LIQUID products. Any such activity is considered "diversion" and is prohibited.
- E. Dealer is authorized to sell Liquid Eyewear® products only in the locations listed in the Dealer Application. If Dealer opens a new location, Dealer must receive prior written approval from LIQUID Management before displaying any LIQUID products at that location. All internet sales must be pre-approved. Reselling on auction or bidding websites, including Ebay.com, is prohibited
- F. Dealer is required to place a minimum initial order of eight (8) units in order to become a licensed LIQUID Dealer. (unless Dealer is an internet only dealer) Please see Internet only addendum.
- G. Dealer agrees that it will not sell or display counterfeit or imitation LIQUID products and will not purchase any LIQUID products from any source other than LIQUID or an authorized distributor or licensee of LIQUID products.
- H. LIQUID shall have the right at any time to inspect the Dealer's store locations and review Dealer selling practices. If LIQUID determines that Dealer does not meet the standards set forth in points A through H above or otherwise, and then LIQUID shall have the right to terminate this agreement even if LIQUID has previously sold Liquid Eyewear® products to Dealer.
- I. Dealer agrees to maintain an inventory level of _____ units of LIQUID products, and LIQUID will provide the following type(s) of fixtures (each a "display fixture"): _____ Dealer will not be charged for the cost of such display fixtures, but agrees to pay for the cost of shipping such display fixtures to Dealer's store location(s). Subject to the terms and conditions of this agreement, LIQUID hereby transfer and assigns to dealer all right, title and interest in and to such display fixtures. If Dealer does not purchase the minimum units required to receive a fixture, the Dealer may purchase a fixture from Liquid Eyewear®.
- J. Display fixtures must be used to display LIQUID products only. Under no circumstances shall the products of any other manufacturer be displayed in or on the display fixtures.
- K. If dealer breaches its obligations under this agreement, then:
 1. At LIQUID's option, all right, title and interest in and to the display fixtures shall revert to LIQUID and Dealer agrees, at its expense, to return the display fixtures to LIQUID. If Dealer fails to return the display fixtures within ten (10) days after request by LIQUID, Dealer agrees to pay LIQUID the prevailing retail value for the applicable display fixture.
 2. LIQUID shall have the right to terminate this agreement, and Dealer may be liable for any damages incurred by LIQUID as a result of such breach. Dealer agrees that this agreement shall be

construed under the laws of the State of California and that the prevailing party in any litigation concerning this agreement, or breach thereof, shall be entitled to reasonable attorney's fees and costs.

3. Any outstanding amounts owed to LIQUID become due and payable immediately.
- L. In the event that Liquid Eyewear® issues a return authorization for the return of LIQUID products or requests a Dealer to return any LIQUID products, Dealer agrees to pay to LIQUID the full purchase price for any Liquid Eyewear® products which are found to be defective or otherwise unsellable after LIQUID quality control inspection, unless such LIQUID products were defective or nonconforming upon receipt by Dealer and Dealer has notified LIQUID that such LIQUID products were defective or nonconforming within ten (10) days after receipt.
 - M. The undersigned expressly agrees to pay for the LIQUID products within the payment terms granted by LIQUID. LIQUID reserves the right to charge interest at 12% per annum on the past due amounts or the prevailing rate as regulated by the state. Dealer agrees to pay reasonable attorney fees and all other costs and expenses, including, but not limited to applicable restocking, storage, insurance and freight charges, incurred by LIQUID in the collection of any obligation of Dealer pursuant hereto.
 - N. Any claim of nonconforming, defective, or otherwise unacceptable Liquid Eyewear® products, must be in writing and delivered to LIQUID within ten (10) days of receipt of the LIQUID products or such claim is deemed forever waived. It is understood that the payment terms granted by LIQUID may be revoked at any time without prior notice. No LIQUID representative is authorized to change this agreement or to waive any of its provisions. All changes to this agreement must be in writing and signed by LIQUID's President.
 - O. LIQUID at its option may add Dealer to the dealer locator portion of the website.
 - P. This Agreement may be immediately terminated by LIQUID if Dealer breaches any provision of this Agreement
 - Q. This agreement is not assignable by Retailer and either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

Dealer Name: _____

Authorized Signature: _____ Date: _____

Print Name _____ Title: _____

Liquid Eyewear® Officer _____ Liquid Eyewear® Sales Rep _____

We thank you for your business!



ADDENDUM TO Liquid Eyewear® DEALER AGREEMENT FOR INTERNET SALES

This is an addendum to the Dealer Agreement ("DA") dated _____ between Liquid Eyewear® (hereinafter referred to as "LIQUID"), and _____ of _____ (hereinafter referred to as "Dealer").

WHEREAS, Liquid Eyewear® and Dealer desire to enable Dealer to offer Liquid Eyewear® products for sale via the Internet.

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions.

- a. "Affiliate" means a separate web site from Dealer's that advertises LIQUID products and refers potential customers to Dealer's web site by way of a hyperlink, but that does not actually sell Liquid Eyewear® products.
- b. "Banner Ad" means graphical advertisements that appear embedded in HTML pages on a web site.
- c. "Content" means all text, pictures, sound, graphics, video and other data pertaining to LIQUID products for use on Dealer's web site.
- d. "Cost per Click Advertising" means advertisements placed on a web site with a cost that is based upon the number of responses ("clicks") by people visiting the web site.
- e. "Domain Name" means the name specified for a given Website and registered with an authorized registrar within the Internet Domain Name System.
- f. "Intellectual Property Rights" means any and all known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the universe including but not limited to copyrights, moral rights and mask works; (b) trademark and trade name rights and similar rights; and (c) trade secret rights.
- g. "Search Engine" means a website that provides the service of locating information available on the Internet by way of user defined terms.
- h. "Search Engine Advertising" is online advertising that is delivered by Search Engines whether the actual viewed page is coming directly from a Search Engine or from an organization that has partnered with the Search Engine.
- i. "Search Engine Data Feed" means websites that provide a service that delivers product catalog information from a variety of sources to assist in comparison shopping.
- j. "Website" means the pages under a given domain name on the Internet.

2. DA. Dealer and Liquid Eyewear® acknowledge the existence of Dealer Agreement referred to above and agree to continue to be bound by its provisions. All provisions of the DA are incorporated herein by reference and shall remain in full force and effect, except to the extent inconsistent with this Addendum, in which case, the specific provisions of this Addendum shall be controlling.

3. Internet Sales. This agreement shall pertain to the following Dealer web site/domain name only: _____ . Said web site shall exist as a freestanding, independent entity, separate from outside framed sites and shopping networks. Dealer shall have the right to offer and to sell all Liquid Eyewear®

product lines on the above identified web site that Liquid Eyewear® has designated for sale and that Dealer has purchased for sale in its retail location(s), subject to LIQUID 's right, in its sole discretion, to limit the product lines offered. Dealer may not offer or sell Liquid Eyewear® products on any other web site or on affiliate web sites without the written consent of LIQUID.

4. DropShip. If the Dealer does not have inventory of a product for a customer order, they may request Liquid Eyewear® to drop ship the product directly to the customer for a fee \$5.00 in addition to the total cost of the invoice.
5. Territory. Unless otherwise authorized by Liquid Eyewear® in writing, Dealer shall have the right to solicit and consummate sales to addresses within the United States only, and will not ship LIQUID products outside the United States.
6. Indemnification. Dealer agrees to defend and hold Liquid Eyewear® harmless from any and all claims, actions, suits or proceedings brought by any third party relating to any of Dealer's acts or omissions relating to: (a) its business; (b) the operation (or in-operation) of its web site; (c) any breach of security relating to customer and/or credit information; or (c) the violation of any third party's intellectual property rights by Dealer; and Dealer will indemnify Liquid Eyewear® for all losses, damages, liabilities and all reasonable expenses and costs arising from any such claim, action, suit or proceeding.
7. Content and Advertising. All content on Dealer's web pages featuring or mentioning Liquid Eyewear® must be approved in advance by Liquid, and maintained to Liquid's satisfaction, in accordance with the retail standards set forth in the DA. Dealer may not otherwise advertise Liquid Eyewear products in connection with its web site without the prior consent of LIQUID. All internet advertising, including but not limited to, Banner ads; Cost-Per-Click advertising, Search Engine advertising and Search Engine Data Feeds, or wording provided to any entity engaged in such advertising must be pre-approved by LIQUID. Product images shall be obtained from Liquid Eyewear® or LIQUID 's web site, and must be maintained in JPEG format or other format of equal or higher quality and approved by LIQUID, and may not be enlarged or reduced without Liquid's prior consent. Dealer agrees that it will not sell or display any products on its web site that infringe LIQUID 's intellectual property rights. Dealer may not advertise or sell Liquid Eyewear® products on ebay.com or any other auction website.
8. Trademarks. Subject to the terms and conditions of this Addendum, Liquid Eyewear® hereby grants to Dealer a limited non-exclusive, non-sublicense able royalty-free worldwide license to use Liquid Eyewear® trademarks, trade names, logos and other product images or designations (hereinafter collectively referred to as "the marks") for the purposes of creating Content directories or indexes and for marketing but may not be used as any part of a domain name by Dealer. Dealer may not, however, at any time arrange to take a priority position with a Search Engine that is higher than that of Liquid's website (www.liquideyewear.com). Unless agreed by Liquid Eyewear® in writing, Dealer has no right to otherwise use LIQUID 's names or marks in any of Dealer's advertising, publicity or promotion, or express or imply any endorsement by Liquid Eyewear® of Dealer's services, or directly or indirectly allow any third party to utilize Liquid Eyewear® 's marks.
9. Dealer's Responsibilities to Customers.
 - a. Dealer's web site shall include a fully operational shopping cart within the identified domain and purchases must take place on a secure server. At the time of the customer's purchase, Dealer must advise the customer of the availability and anticipated ship date of the products ordered by the customer. Dealer shall send each customer an order confirmation via email at the time an order is placed.
 - b. Dealer shall maintain a full inventory of all products offered for sale on Dealer's web site, which shall include a minimum of two units per item featured. Dealer will make its best efforts to ship all LIQUID products to the customer within 48 hours of the placement of an order, and will state the anticipated shipping date for any products for sale on its web site that would not be available for shipping within said 48-hour period.
 - c. Dealer will also be responsible for all credit card fees and shall implement an appropriate policy to insure the security of credit card and other customer information, and to prevent on line fraud.
 - d. Dealer will use its best efforts to provide excellent customer service and Liquid Eyewear® reserves the right to randomly monitor customer satisfaction. Dealer must maintain a fully staffed customer service team dedicated to Internet sales. All customer service agents shall obtain training in accordance with Liquid's customer service policies. The customer service email address and telephone number shall be prominently displayed in an easily accessible area on Dealer's web site.
 - e. All freight and applicable sales taxes shall be the responsibility of Dealer.

- f. All customer returns and/or exchanges shall be handled within 30 days of Dealer's receipt of the product from the customer.
10. Record Keeping. Dealer will maintain detailed business records pertaining to all Internet sales of LIQUID products in such a manner to establish compliance with the terms of this agreement. Specifically, Dealer will maintain all invoices or other documentation setting forth the name and address of each customer, the date of the order, the date of shipment of the order and the amount charged in total and per unit. LIQUID shall have the right, upon reasonable notice, to inspect said records on a random basis to ensure compliance with the terms of this agreement.
11. Diversion of Products Prohibited. Dealer may sell Liquid Eyewear® products to consumers directly, but shall not sell or divert products to any individual or entity for resale or export. Specifically, no Liquid Eyewear® products will be sold to any individual or entity that Dealer might reasonably believe has the intention of reselling the goods or exporting them from the United States. Dealer shall institute appropriate security measures to the satisfaction of Liquid Eyewear® to fulfill its obligations under this paragraph. This will include, but not be limited to, the structuring of its fulfillment system in such a manner that no more than ten (10) eyewear or other products are sold to the same customer, address or charged to the same credit card in a 90-day period without Liquid Eyewear®'s consent. Dealer agrees that it will reimburse LIQUID for the repurchase of LIQUID products by Liquid Eyewear® that were diverted or exported in violation of this paragraph.
12. Term. This Addendum shall remain in full force and effect so long as the DA referred to above remains in full force and effect, except that this Addendum may, independently of the DA, be terminated upon 30 days' written notice by either party. Upon termination, Dealer agrees to immediately discontinue the sale of LIQUID products on its web site and cease and desist from any further reference to LIQUID or its products on Dealer's web site.
13. Governing Law. This Addendum shall be governed and construed in accordance with the laws of the State of California, without giving effect to principals of conflict of laws. The parties agree to submit to jurisdiction in San Diego County, California and further agree that any cause of action arising under this Addendum shall be brought in an appropriate court in San Diego County, California.

LIQUID EYEWEAR®

DEALER

By: Title:

By: Title:



WARRANTY & REPAIR SERVICES

At Liquid Eyewear®, we are proud to be one of the very few Made in the USA sunglass companies. From our humble beginning in a small garage near the beach in San Diego, we now manufacture and distribute out of Yuma, Arizona and continue to grow. Our energetic staff prides itself on great customer service and puts their heart and soul into every pair of handcrafted sunglasses.

Liquid Eyewear Warranty Information

Liquid Eyewear offers a **Limited Lifetime Warranty** that covers all manufactures defects for the life of the product. The warranty does not cover scratched lenses due to normal wear and tear or frame breakage due to improper adjustment or improper use. Each pair of eyewear comes with an instructional card providing the proper ways to adjust your eyewear to ensure that damage does not occur.

Liquid Eyewear Repair Services

Liquid Eyewear offers a Flat Rate Repair Service for any damage that may occur to your eyewear that would not be considered a warranty defect, such as scratched lenses or damage/breakage to your frame.

Flat Rate Repair Costs:

return shipping not included

- \$20.00** Frame Replacement (excluded Black Nickel, Copper and Hydrodip)
- \$30.00** UV Lens Replacement (pair)
- \$40.00** Polarized Lens Replacement (pair)
- \$80.00** Hellfire LTD UV Lens Replacement (pair) *stipulations apply*

For Warranty or Flat Rate Repair Services, please visit our website (liquideyewear.com) or contact us at 928-329-0006 for information on how to process your Warranty/Repair.

Any items received without proper paperwork may be returned to sender at their costs.

*Prices are subject to change. Warranty and repair services are limited to Player, Gasket, Titan, TFlux, BoxCar, 3Ten, and Patriot Models