



## **NON-EXCLUSIVE DISTRIBUTION AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Laser Lens Tek, Inc., d/b/a American Photonics (Non-Exclusive Supplier) having its principal place of business address of 6621 19<sup>th</sup> Street East, Sarasota, Florida 34243, United States of America, and \_\_\_\_\_, (Non Exclusive Distributor) having its principal place of business at \_\_\_\_\_, the Products in the Territory \_\_\_\_\_ in term of this Agreement. Products are not to be relabeled and must use the APC logo/labels.

1.2 Territory. SUPPLIER is appointing DISTRIBUTOR with respect to the sale of Products to any purchasers whose principal place of business is located in the following described territory \_\_\_\_\_.

1.3 Best Efforts. DISTRIBUTOR shall use its best efforts to promote and sell the Products to the maximum number of responsible customers in the Territory, including promoting that APC brand is 100% Made In USA.

1.4 Minimum Purchases. DISTRIBUTOR shall purchase sufficient amounts of Products from SUPPLIER to meet or exceed the minimum purchase requirements set forth in Schedule "A," provided however that purchases of Products in excess of the minimum purchase requirement for any period set forth in Schedule "A" shall be credited towards the minimum purchase requirements for subsequent periods. For the purposes of this provision, a "purchase" of Products within specified time period shall mean paying SUPPLIER for such Products on or before the last day of each period.

## **2. Prices and Payment**

2.1 Purchase Orders. DISTRIBUTOR shall order Products from SUPPLIER by submitting a written purchase order identifying the Products ordered and requested delivery date(s). All orders for products are subject to acceptance by SUPPLIER. SUPPLIER shall have no liability to DISTRIBUTOR with respect to purchase orders which are not accepted; provided, however, that SUPPLIER will not unreasonably reject any purchase order for Products.

2.2 Prices. If a purchase order is accepted in accordance with Section 2.1 above, the prices for Products covered by such purchase order shall be SUPPLIER's net distributor prices which are in effect on the date of SUPPLIER's acceptance according to the Silver, Gold or Diamond level of distribution. Subject to the limitations contained in this Agreement, SUPPLIER may from time to time change those prices, such changes being effective immediately upon DISTRIBUTOR's receipt of notice thereof; provided, however, that no price change shall affect purchase orders submitted by DISTRIBUTOR and accepted by SUPPLIER prior to the date such price change becomes effective.



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2.3 **Payment Terms.** Unless stated otherwise on a Terms Document, APC will require payment in advance with the Purchase Order. Credit terms may be reviewed after one (1) year subject to revenue, payments, and credit worthiness.

2.4 **Shipping Charges.** Unless stated otherwise by APC, all Products will be shipped Ex Works (EXW Incoterms 2010) APC's dock.

2.5 **Customer Prices.** DISTRIBUTOR shall be free to establish its own pricing for Products sold provided pricing structure is in line with current fair market value. DISTRIBUTOR shall notify SUPPLIER of its pricing, as in effect from time to time.

### **3. Effective Date and Term and Termination**

3.1 **Effective Date.** The effective date Agreement shall begin as of the date first written above.

3.2 **Term.** The term of this Agreement is for one (1) year from the effective date stated in Section 3.1, above.

3.3 **Extensions.** The term of this Agreement may be extended for one (1) year if DISTRIBUTOR gives SUPPLIER written notice of such extension at least thirty (30) days prior to the termination of the Agreement.

3.4 **Payment After Termination.** Termination of this Agreement shall not affect the obligation of DISTRIBUTOR to pay SUPPLIER all amounts owing or to become owing as a result of Products tendered or delivered to DISTRIBUTOR on or before the date of such termination, as well as interest thereupon to the extent any such amounts are paid after the date they become or will become due pursuant to this Agreement.

3.5 **Material Breach.** Upon the occurrence of a material breach or default as to any obligation hereunder by either party and the failure of the breaching party to promptly pursue (within thirty (30) days after receiving written notice thereof from the non-breaching party) a reasonable remedy designed to cure (in the reasonable judgement of the non-breaching party) such material breach or default, this Agreement may be terminated by the non-breaching party by giving written notice of termination to the breaching party with such termination being immediately effective upon the giving of such notice of termination.

Company:

Laser Lens Tek Inc  
DBA American Photonics

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**SCHEDULE "A"**  
**SALES TARGET 1 YEAR CYCLE**

The first-year projection of revenue for this territory shall be a total of \$100,000.00 (One Hundred Thousand USD) of customer paid orders.

OR

**SCHEDULE "B"**  
**SALES TARGET**

The first-year projection of revenue for this territory shall be a total of \$50,000.00 (Fifty Thousand USD) of customer paid orders.

OR

**SCHEDULE "C"**  
**SALES TARGET**

The first-year projection of revenue for this territory shall be a total of \$25,000.00 (Twenty-Five Thousand USD) of customer paid orders.