

Reseller Agreement - US

This agreement is executed this _____ Day of _____, 20____ between storeWALL, LLC, whose address is 4119 W. Green Tree Rd., Milwaukee, WI 53209, hereafter referred to as "Company", and

_____, whose address is

_____, hereafter referred to as "Reseller".

WHEREAS, Company is engaged in the manufacture and sale of extruded PVC slatwall products and accessories; and

WHEREAS, Reseller desires to sell Company's products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Company hereby grants Reseller the non-exclusive right to purchase Company's products for resale on the terms and conditions set forth in this Agreement.
2. Reseller shall devote such time, effort and skill on a regular and consistent basis as is necessary to sell and promote the sale of Company's products during the term of this Agreement. Reseller shall periodically, or at any time upon Company's request (or authorized agent of the company), submit appropriate documentation of any and all sales and promotional efforts performed and to be performed for Company pursuant to this Agreement.
3. All orders which Company receives from Reseller are subject to verification and acceptance by Company. Company will establish a predetermined credit limit for Reseller and reserves the right to refuse orders from Reseller which exceed the credit limit. Company shall exercise its best efforts to ship, within a reasonable time after acceptance of order, all products required to fill such order. Company shall not be liable for any damages whether incidental, consequential or otherwise, for failure to fill orders, delays in delivery, or any errors filling the order.
4. Reseller shall pay all invoices on or before due date, and shall not be entitled to make any deduction or offset of any kind from payments due Company, unless a credit memo has been issued by Company. Actual Terms of Payment shall be determined by the finance department of Company, with typical Terms of Payment being net 30 on all orders shipped out of the Company warehouse. Past due amounts will incur interest at a rate of 1.5% per month (18% APR). If Reseller becomes delinquent in payments due Company or Company determines that Reseller's credit worthiness has become impaired, Company may refuse to accept any new orders from Reseller, cancel or delay any previously accepted orders from Reseller, stop any orders in transit to Reseller, and/or declare immediately due and payable, all amounts then due Company from Reseller, notwithstanding any credit terms previously in effect.
5. Upon approval of Reseller by Company, Reseller agrees to meet the initial and ongoing requirements as prescribed in the Reseller Program Definition (included in Appendix A of this Agreement).
6. Reseller agrees to the warranty terms as specified in Appendix B. Company reserves the right to make production changes, modifications of performance enhancements to products at its discretion without notification and is under no obligation to modify existing product or compensate Reseller for voluntary modifications.

7. Company shall not be obligated to accept from Reseller, to make exchanges for, or to credit Reseller for any amounts attributable to any products returned by Reseller unless Company issues a Return Materials Authorization for said products. Products returned under Company's authorization shall be properly packaged and shipped freight pre-paid FOB Milwaukee, WI, and subject to a 15% restocking fee.
8. Company may modify the Reseller Price List as business conditions dictate and shall notify Reseller at least 15 days before new prices take effect. Each modified Reseller Price List shall automatically supersede all previous Reseller Price Lists containing an earlier effective date.
9. Reseller agrees to conform to the rules for usage of all Company logos, artwork, graphics, photography, trademarks, slogans and any other trademarked or copyrighted property of the Company, according to the terms and conditions of the Logo and Trademark Specifications as published by the Company. Reseller acknowledges that all such intellectual property belongs solely to the Company.
10. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Company and Reseller. Reseller shall be an independent contractor and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees.
11. The rights and duties of the Reseller under this Agreement are personal and may not be assigned or delegated without prior written consent of the Company. Reseller is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's products and services without the express written authorization of Company. Reseller shall indemnify and hold Company harmless from any and all claims of liability arising as a result of negligent, intentional or other acts of Reseller, its agent or employees.
12. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Milwaukee County, State of Wisconsin. In the event that litigation results from or arises out of this Agreement or performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
13. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the addresses set forth above. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.
14. Either party may terminate this agreement without cause by properly notifying the other party in writing at least 30 days in advance of intended termination date. Either party may terminate this agreement with cause immediately upon notification from the other party under the following conditions:
 - a. The other party has materially breached any of its obligations under this Agreement and failed to cure such breach within 15 days after receiving notification from other party.

- b. Nonpayment of amount past due 60 days or more, other party has become insolvent, sells substantially all of its assets, or voluntarily or involuntarily becomes subject to the Bankruptcy Code.
- c. The other party has made a false representation, report or claim, engages in any fraudulent or criminal misconduct, or any of the officers, directors, partners or key employees has been convicted of any criminal offense.

The termination of this Agreement by either party shall not operate to release either party from the payment of any sum then owing the other party.

For the parties:

storeWALL, LLC	<Reseller Name>
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Appendix A – Reseller Program Definition

The storeWALL Reseller program has 4 components to it:

1. Initial requirements for Reseller
2. Ongoing requirements (including Purchasing Options) for Reseller
3. Discount Schedule and Payment Terms
4. Program benefits provided by storeWALL to Reseller

Program features, benefits and requirements are subject to change by the Company at any time upon notice to the Reseller.

Initial Program Requirements for Reseller

Reseller agrees to the meet the following conditions for entry into the storeWALL Reseller Program:

<i>Performance Category</i>	<i>Reseller Requirement</i>
Annual purchases of storeWALL products	\$25,000 per calendar year
Initial purchase price (new resellers)	\$5,000 (\$4,000 in product plus initial marketing kit and reseller training in Milwaukee)
Maintain a showroom available to the public	Optional, but preferred
Sell product to other storeWALL resellers	Optional, but preferred
Submit business plan	Optional, but preferred
Submit marketing plan	Optional, but preferred
Maintain minimum stock levels for all products	No. If stock is maintained, at the following levels:
Heavy Duty Wall	As defined by market
Standard Duty Wall	As defined by market
Installation Accessories	As defined by market
Wire Accessories	As defined by market
Shelving Accessories	As defined by market
Other Accessories	As defined by market
Attend storeWALL training within 90 days of program entry	Sales, marketing, installation, product training in Milwaukee office
Maintain a web site with storeWALL products displayed	Optional, with link to storeWALL web site
Maintain a web store with storeWALL products displayed for sale	Optional
Display as a vendor at trade shows	Optional

Ongoing Program Requirements for Reseller

<i>Performance Category</i>	<i>Reseller Requirement</i>
Minimum reorder quantity	\$2500 per order
Less than minimum order?	Yes, but will incur a \$100 surcharge

Discount Schedule and Payment Terms

<i>Category</i>	<i>Condition</i>
Discount from Manufacturer's Suggested Retail Price (MSRP). MSRP is defined annually by Company	50% off MSRP
Payment term availability (determined by credit worthiness)	Net 30 days
Other payment options available	Company Check (to approved limit) Credit Card

Program Benefits provided by storeWALL to Reseller

<i>Program Benefit</i>	<i>Condition</i>
Marketing Co-Op Program	3% of net product sales will be available for use in approved marketing activities, per conditions described in the storeWALL Co-Op Program Definition
Sales Lead Referral Program	Yes
Logo availability and usage	Master Reseller or Authorized Reseller Certified Installer (for installation employees)
Marketing Literature	50 pieces per quarter. Can be used for literature, post cards, business cards
Access to storeWALL account manager	StoreWALL Account Team
storeWALL web presence	Listing in storeWALL reseller locator Ability to link to storeWALL web store Access to storeWALL Master/Authorized Reseller portal

Reseller Signature: _____ Date: _____

Appendix B – storeWALL Product Warranty

The Company warrants its Products to the Distributor/Reseller as follows:

The Company warrants, commencing with the later of the date of sale to the Distributor/Reseller or first end-user by Distributor/Reseller and for a period of 10 years thereafter, the Products to be free from defects in workmanship and material. If, within such warranty period, the Product shall be proved to the Company's satisfaction to be defective, it shall be repaired, or at the Company's option, replaced F.O.B. Company's warehouse, without charge.

No warranty shall apply to used Products nor to Products which have been repaired or altered by others so as, in the Company's judgment, to affect the same adversely; Products which have been subject to negligence, accident or improper care, installation, maintenance, storage or other than normal use or service, during or after shipment; or Products which have been transferred from the first end-user.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES (EXCEPT OF TITLE) INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES, EXPENSES, LOSSES OR DELAYS, HOWEVER SO CAUSED. INCLUDING WITHOUT LIMITATION, DAMAGES FROM DECREASE IN INCOME, INCREASE IN COSTS OF ANY DESCRIPTION OR DECREASE IN PROFITS, OR FROM FAILURE OF ANY PART OF THE PRODUCT FURNISHED HEREUNDER. ALL LIABILITY OF THE COMPANY ON ACCOUNT OF NEGLIGENCE OR IN TORT IS HEREBY WAIVED BY DISTRIBUTOR/RESELLER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Any claim under the warranty and any obligation of the Company hereunder are conditioned upon the Company receiving written notice from Distributor Reseller or the first end-user, as the case may be, of any alleged defect within thirty (30) days after its discovery by the Distributor/Reseller or first end-user, as the case may be, and, at the Company's option, the return of the allegedly defective Products to a point of inspection designated by the Company. No return shipments will be accepted unless the Company has given its approval in writing in advance and the Company's special return tags are attached thereto.

protected under
US Patent # 5 941 026