



**Polar Vortex, LLC dba Pool Tiger**

**EFFECTIVE DATE OF AGREEMENT:** \_\_\_\_\_

### **DEALER AGREEMENT**

Polar Vortex LLC, dba Pool Tiger, a Limited Liability Corporation organized under the laws of the State of Oklahoma, (herein after referred to as "PT"), doing business in the City of Oklahoma City, Oklahoma, hereby doing business as a Factory Approved Dealer to see and service PT products.

#### **PURPOSE:**

- 1.0 The purpose of this agreement is to establish the herein firm named Factory Approved Dealer, fully qualified to sell, service, and support PT product line of water purifiers. PT products shall be sold only through Factory Approved Dealers.

#### **GENERAL**

- 2.0 PT shall exert its best efforts to supply Dealer's product requirements as promptly as possible, and to provide the Dealer with a product which will enhance the Dealer's position and reputation with its customers.
- 2.1 PT will provide sales bulletins and literature and give such engineering assistance on any problems directly concerned with proper utilization of its products as PT shall deem necessary.
- 2.2 The Dealer shall use its best efforts to develop customer interest and promote the sale of PT products. The Dealer will ensure that PT sales literature and products will be represented in catalogs, displays and other materials provided to customers.

#### **TERRITORY**

- 3.0 Dealer can sell to any customer directly that is not registered as a Pool Tiger dealer.

835 SE 30<sup>th</sup> St, Suite C  
Oklahoma City, OK 73129  
Phone 1-(405)-636-5266



## **ADVERTISING**

- 4.0 PT encourages Dealer advertising of PT products; however, the Dealer will not advertise PT products in any media which PT feels would be detrimental, such as those primarily advertise used or surplus equipment. Dealers will not advertise the product for sale for less than the MSRP. Acceptable practices are circumstances where the Dealer includes PT products in normal advertising releases within its distribution area, where appropriate.
- 4.1 PT shall aid the Dealer in planning sale campaigns for PT products by making available such technical assistance and sales advice as may be reasonably required.
- 4.2 PT shall include the Dealer's name and address in trade advertising which services the Dealer's trade area, if requested.

## **PRICE**

- 5.0 Current pricing is listed on Exhibit B and is subject to change with a thirty (30) day written notice from PT.
- 5.1 Special pricing for large, or Government purchases may be negotiated on an individual basis to allow the Dealer to profitably handle such accounts.
- 5.2 All shipments will be FOB Oklahoma City, Oklahoma.

## **PAYMENT FOR PRODUCT**

- 6.0 All orders are subject to approval and acceptance (or rejection) by PT at its head office, at its sole discretion. The Dealer agrees to accept and pay for all products ordered and scheduled for delivery.

## **PRIOR AGREEMENTS**

- 7.0 This agreement constitutes the whole agreement between the Dealer and PT, and supersedes and cancels all prior agreements, verbal or written, between the parties.
- 7.1 This agreement cannot be changed, added to, or modified except by the Written Agreement signed by an officer of PT and by the Dealer.



## **TERMINATION**

- 8.0 Any deviation from or breach of the terms of this Agreement by the Dealer shall be cause for immediate termination of this Agreement, which shall be effective upon written

notice thereof mailed by PT to the Dealer by registered or certified mail. Dealer must purchase a minimum of 10 units in a calendar year, or prices will be adjusted and/or the agreement terminated.

- 8.1 This agreement may be terminated by PT for lack of performance by Dealer by written notice given by registered or certified mail.

## **TECHNICAL SUPPORT**

- 9.0 The Dealer shall maintain a satisfactory level of technical competence on PT products.
- 9.1 To qualify for Authorized Dealer in each country, the Dealer is required to maintain at least one trained technician available by phone at normal business hours.

## **WARRANTY**

- 10 PT shall warrant its product for a period of 5 years from the date of purchase by the end user.

## **THE DEALER IS NOT AN AGENT**

- 11 It is expressly understood that each party is an independent contractor conducting its own business and does not act as an agent of the other party, nor does either party have the authority to make arrangements, representations, warranties or otherwise which shall oblige the other party in any manner. It is further understood that nothing in this agreement shall be construed to establish a relationship of employer/employee, co-partners, joint ventures, or licensor/license between PT and the Dealer.
- 11.1 The Dealer is specifically prohibited from releasing any schematics or other material marked "CONFIDENTIAL" and/or test information supplied by PT. This information is released to assist Dealer in service work, and for no other purpose. Another release of the said information is grounds for immediate cancellation of this agreement, and such other legal remedy as may be appropriate.

**WAIVER**

- 12 The failure of either party at any time to enforce any of the provisions hereof shall not be construed to be a waiver of such provisions of the right of such party thereafter to enforce any such provisions.

**GOVERNING LAW**

- 13 This agreement shall be construed and interpreted according to the laws of the State of Oklahoma.

**DEALER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**POLAR VORTEX, LLC.DBA POOL TIGER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEALER INFORMATION:**

Dealer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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