

DEALER AGREEMENT

This Dealer Agreement (“Agreement”) is made as of the Effective Date set forth on the signature page attached hereto by and between Roto Mold, LLC a South Dakota limited liability company (“Roto Mold”), 46982 Mindy St., Tea, SD 57064 and the dealer set forth on the signature page attached hereto (“Dealer”), and provides as follows:

WHEREAS, Roto Mold desires to sell some of its Products through dealers that offer excellent End User service;

WHEREAS, Roto Mold and the Dealer desire to enter into this Agreement whereby Dealer sells Roto Mold’s Products to End Users.†

NOW THEREFORE, in consideration of the premises and the mutual promises herein, and in consideration of the representations, warranties, and covenants herein contained, the parties, incorporating the recitals into the Agreement, hereby agree as follows:

1. Appointment as Non-Exclusive Dealer.

1.1 Subject to the terms and conditions of this Agreement, the Terms and Conditions and subject to such implementing rules and instructions as Roto Mold may issue from time to time, Roto Mold hereby appoints Dealer as a non-exclusive dealer for the Products set forth on Exhibit A.

1.2 Roto Mold reserves the right to sell within the same sales area and to appoint other dealers, retail and online, to sell the Products within the same sales area at its own discretion.

2. Obligations of Dealer.

2.1 Dealer will energetically promote the sale and use of the Products. Without limitation to the generality of the foregoing, Dealer will:

2.1.1 Maintain adequate stock levels to meet anticipated Product demand;

2.1.2 Maintain an adequate business venue, together with an adequate storage facility for the Products;

2.1.3 Maintain a staff of competent sales personnel to solicit orders for the sale of Products and provide excellent End User service;

2.1.4 Act as a liaison between the End User and Roto Mold when special questions or concerns arise;

2.1.5 Train End Users in the safe operation of the Products;

- 2.1.6 Arrange for and ensure the prompt and efficient warranty replacement or repair pursuant to the Terms and Conditions (as defined in Section 4.1 below), subject to the liabilities of Roto Mold under its product warranty of all Products sold by Dealer or, in the case of US Dealers, instruct End Users to contact Roto Mold directly;
- 2.1.7 Abide by such reasonable rules and instructions as Roto Mold may promulgate; and,
- 2.1.8 Comply with all applicable laws and regulations unless such compliance would be contrary to, or cause Roto Mold to incur financial detriment under the laws of the United States; and comply, without limitation, with any requirements for the registration or recording of this Agreement with local governmental entities.

2.2 All of the expenses incurred by Dealer relating to the sale of the Products and the provision of related services will be borne by Dealer except as otherwise expressly provided herein or agreed to in writing by Roto Mold prior to incurring such expenses.

2.3 Dealer is responsible for the payment of all costs and expenses, including shipping, handling, insurance, brokerage fees, taxes, customs, and other governmental charges incurred or imposed after passage of title as specified in the Terms and Conditions of Sale.

2.4 Dealer may not, without the consent of Roto Mold, reverse engineer, disassemble, modify or redesign any Product or component part thereof, or use any Product for any purpose other than that for which it is intended, or integrate any Product or component part thereof with any other equipment. Any such actions will render any Product warranties provided by Roto Mold null and void.

2.5 Dealer must maintain acceptable End User assistance and problem resolution to the End Users of the Products.

2.6 Dealer agrees that without the prior written permission of Roto Mold, Dealer may sell the Products only to End Users and not to other retailers for the intent of resale.

2.7 Dealer agrees that without the prior written consent of Roto Mold, Dealer may not sell the Products through third-party or auction sales, including but not limited to those via Internet venues such as eBay or Amazon.com.

3. Promotional Information.

3.1 Roto Mold will, at Roto Mold's expense, furnish Dealer with such quantities as is determined by Roto Mold to be reasonable, and standard information and marketing literature in the English language relating to the Products. Upon the request of Roto

Mold, Dealer will, in a timely manner, return all manuals, product information letters, and similar material provided to Dealer by Roto Mold. Roto Mold reserves the right to review and approve any promotional materials regarding the Products developed by Dealer prior to their use.

3.2 Roto Mold may, at its sole discretion, list Authorized Roto Mold Dealers on its website and other forums in whatever way it is deemed most useful to the End Users of the Products.

4. Orders: Minimum Purchases.

4.1 All orders are subject to Roto Mold's standard terms and conditions of sale in effect at the time the applicable order is accepted by Roto Mold ("Terms and Conditions"). The Terms and Conditions are set forth on Roto Mold's website and are incorporated by this reference as if set forth herein. By placing an order, Dealer will be deemed to have accepted the Terms and Conditions with respect to such order. All orders will be accepted or rejected by Roto Mold in accordance with the Terms and Conditions.

4.2 The minimum initial order for the Dealer is two thousand dollars (\$2,000) wholesale. If you are an existing, active Dealer with Roto Mold, this does not apply.

4.3 Returns are to be handled by the Dealer from whom the Product was purchased. Dealers agree to Roto Mold's Return Policy on its website. The Return Policy may be revised by Roto Mold in its sole discretion. The Return Policy is incorporated by this reference as if set forth herein. Any customer returns or exchanges must be handled through the Dealer, except in cases where the one-year manufacture warranty applies. Refund will be made to the original form of payment or can be applied to the Dealer's account to use on future orders. Roto Mold will only cover return/exchange shipping charges on items for warranty or items shipped in error.

4.4 Cancellation requests may be called in but must be followed up with an e-mail and the subject line must contain "Cancel Order" along with the PO#. If an order is shipped prior to receiving notification, the Dealer is responsible for accepting the shipment or making arrangements to return to Roto Mold and will be responsible for all shipping and expenses incurred. Proof of cancellation and receipt of the Product are conditions prior to Roto Mold's issuance of credit.

4.5 Dealers are required to purchase three thousand dollars (\$3000) wholesale cost of additional product per year to remain an active dealer, at the discretion of Roto Mold. If this requirement is not met, the dealer may be required to repurchase the initial buy in amount of two thousand dollars (\$2,000) wholesale and complete a new dealer agreement. Roto Mold may from time to time include minimum reorder fees and minimum annual purchase amounts by written notification to Dealer.

4.6 Orders must be placed by creating an account on the Roto Mold website. To establish an account, Dealer must register online. Roto Mold's account manager must

approve any request.

4.7 Dealer orders may be placed on hold until all Roto Mold required documentation is received. Any dealer that has not remained in “active” status for a year from execution of this Agreement will be considered inactive and removed from the dealer list and taken off of the website.

4.8 All orders ship to the Dealer’s address on file unless prior arrangements have been made with and approved by Roto Mold. There are no drop shipments without Roto Mold’s express written consent which may be withheld, conditioned or delayed.

4.9 Orders sent to one location totaling (per order):

- a. \$2001-\$2300 receive a 10% reduction in shipping charges
- b. \$2301-\$2600 receive a 15% reduction in shipping charges
- c. \$2601-\$3000 receive a 20% reduction in shipping charges
- d. \$3001 and up receive a 25% reduction in shipping charges

4.10 Shipments are F.O.B. Tea, SD. Roto Mold prices are subject to change without notice to Dealer.

4.11 Dealer is responsible for total shipping and handling charges on any shipments including refusals and returns. Lift gate charges, delivery notifications, detention with power (delaying the driver) and limited access areas are additional charges and the responsibility of the Dealer. Any returned orders will be charged a 10% restocking fee.

4.12 Any shipping or other damage not immediately reported to the driver will be the responsibility of the Dealer and Roto Mold will not replace or file a damage claim with shipping company.

4.13 Dealer can provide a shipping account number to be used on all orders. If the Dealer does not have a shipping account established with a provider, Roto Mold will use its preferred carrier and bill the Dealer.

4.14 All initial orders will need to be paid in full before shipping. For orders containing any customization a down payment of 50% must be made to get the order into production. Terms may be established after first order.

4.15 Customization of vent holes will only be done on a case-by-case basis and only for stock dealers. The additional charges are as follows, \$10 for the sides, \$10 for the back, \$10 for leaving off vent holes. Standard patterns to be displayed on webpage. Customized crates cannot be returned or exchanged except in cases of manufacture defect.

4.16 Orders will be processed within 48 hours of receipt (not including weekends) and shipped within 14-21 business days unless items are out-of-stock or are in a back-order status. Changes to order will only be allowed within 24 hours of original order. After that

time a new order will need to be placed and the original cancelled. Please check the website frequently to be kept up to date on availability.

4.17 MAP (Minimum Advertised Price) will apply to all dealers. Dealers may offer a gift with purchase, free shipping or business coupon codes, but Products must be advertised no lower than MAP pricing.

4.18 Resale dealers must provide a Certificate of Exemption to Roto Mold before account will be approved and before orders will be released to ship.

4.19 Balances not paid by 30 days after invoice date shall be assessed a late service charge of 2% per month from the invoice date until paid. Orders and shipments may be held by Roto Mold while the account is past due.

5. Prices; Demo Equipment; Export Control.

5.1 Roto Mold's prices may be amended from time to time by Roto Mold, at its sole discretion. Price changes will be identified on Roto Mold's website. Roto Mold reserves the right, without notice and without liability to Dealer or End User, to add to or eliminate Products offered for sale or to change the design or specifications for Products.

5.2 Roto Mold's obligations to sell and deliver the Products is subject in all respects to such United States laws and regulations as will from time to time govern the sale and delivery of goods abroad by persons subject to the jurisdiction of the United States. Dealer agrees that it will not directly or indirectly export, re-export, or transship any Products, even though otherwise permitted by this Agreement or by subsequent authorization from Roto Mold, except as is permitted by United States laws and regulations in effect from time to time. When requested by Roto Mold, Dealer will give written certification of its compliance with this paragraph.

6. Shipping.

6.1 Approximate shipping costs per pallet:

- a. Speedee Delivery Service Zones – IA, MN, ND, NE, WI, SD, IL and MO (ND and MO have limited areas) = \$200-300. This does not include any additional services such as lift gate, delivery notification, limited access areas, second delivery attempts or storage fees.
- b. Other ltl carriers = \$250 and up depending on location. This estimate does not include any additional services such as lift gate, delivery notification, limited access areas, second delivery attempts or storage fees.
- c. Approximate quantities on pallets.
Up to 20 Medium Kennels per pallet
Up to 12 intermediate Kennels per pallet

Up to 9 Large or X-Large Kennels per pallet
A combination of these sizes
Accessories will be boxed separately and labeled with contents.

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- 6.2 Approximate shipping costs per individual kennel sizes*
- a. (Primarily shipped via FedEx). Small and Mid-size - \$20-\$35, Mediums and Backseat Rider - \$30-\$45, Intermediates - \$35-\$45, Larges - \$100-\$120, XL's - \$120-\$130, Accessories - \$6.95-\$22.95 (depending on size and weight of what is ordered).
 - b. Speedee Delivery (depending on zone). Small and Mid-size- \$7-\$10, Mediums and Backseat Rider - \$10-\$15, Intermediates - \$10-\$17, Larges - \$60, XL's - \$70-\$80, Accessories - \$5.95-\$15.95 (depending on size and weight of what is ordered).

* Please note there are Christmas holiday shipping surcharges for individual packages imposed by the shipping companies usually from early November to the beginning of January, which are Dealers' responsibility.

7. **Confidentiality.**

7.1 Roto Mold's Dealer prices, and all data, information, technology, molds and trade secrets (including, without limitation, the identity of Roto Mold's dealers, vendors, customers and prospective Dealers and customers and their requirements, Roto Mold's methods of doing business, Roto Mold's proprietary technical documentation, and all information relating to the Products and Roto Mold's operations) are deemed to be "Confidential Information."

Any Confidential Information that is disclosed to Dealer, or otherwise acquired or learned by Dealer, will be treated as proprietary and confidential and will, at all times, be and remain the exclusive property of Roto Mold. Neither Dealer nor any of its officers, directors, employees, or agents may (i) disclose any Confidential Information to any person, firm, or corporation except with Roto Mold's prior written consent; or (ii) use any Confidential Information except as necessary to fulfill its obligations hereunder. The foregoing does not apply to Confidential Information, which is in, or enters, the public domain otherwise than by reason of a breach of this Agreement.

7.2 Dealers are allowed to use only Roto Mold approved logo and photos. Roto Mold is not responsible for Dealer's misrepresentation of sizes, styles, ventilations patters, descriptions or photos on Dealer's websites or in Dealer's materials. Dealers shall display the Roto Mold logo and include a link on their social media platforms or a link to our webpage. If advertising outside of its own business, prior approval from Roto Mold is needed (i.e. Amazon, EBay, Craigslist, etc.)

7.3 Dealer's obligations under this Section 7 will survive the expiration or termination of this Agreement and will continue until such time as the Confidential

Information enters the public domain, other than by reason of a breach of this Agreement. Dealer acknowledges that a breach of this Section 7 shall cause Roto Mold irreparable harm not fully compensable by money damages and that, upon such a breach, Roto Mold shall be entitled to immediate injunctive relief, without the requirement of posting bond, in addition to all other remedies available under this Agreement, at law or in equity.

7.4 Upon the expiration or termination of this Agreement, Dealer will promptly deliver to Roto Mold all sales and promotional materials then in its possession and all written materials which contain Confidential Information, without retaining copies thereof.

8. Trademarks and Trade Name.

8.1 Unless otherwise agreed upon by the parties in writing, Dealer will clearly identify the Products as Products of Roto Mold and will sell, market, promote, advertise, and describe the Products under Roto Mold's trademarks, trade names, model numbers, and other designations and terminology. Dealer will not use the Trademarks except as set forth herein and in connection with the sale and marketing of the Products. Roto Mold hereby grants to Dealer a revocable, non-exclusive, non-assignable, royalty-free license to use the Trademarks in the sales area in the form and format provided by Roto Mold solely for the purpose of marketing and selling the Products. Any unauthorized use of the Trademarks by Dealer will constitute an infringement of Roto Mold's rights and a material breach of this Agreement.

8.2 Roto Mold makes no representations or warranties of non-infringement with respect to the Trademarks in the local sales area. In the event of any infringement of or challenge to any of the Trademarks in the local sales area, Dealer will immediately notify Roto Mold. In no event will Dealer take any action with respect to such infringement or challenge without Roto Mold's prior written consent. The parties agree that Roto Mold will have the right, but not the obligation, at any time to initiate or assume control of the prosecution of any infringement of, or defense of any challenge to, any of the Trademarks. If any action or proceeding to terminate any infringement or defend any challenge to the Trademarks in Dealer's sales area is initiated or assumed by Roto Mold, Dealer will cooperate with and assist Roto Mold in the commencement, prosecution and resolution of such action and, in furtherance thereof, Dealer will execute any documents deemed necessary by Roto Mold. Dealer hereby waives, releases and holds harmless Roto Mold from any liability or obligation whatsoever with respect to any infringement or alleged infringement by Dealer of intellectual property rights of third parties in connection with or as a result of the use of the Trademarks.

8.3 Any and all goodwill arising from Dealer's use of the Trademarks will inure solely and exclusively to Roto Mold's benefit. Upon any termination of this Agreement, the license granted in this Section 8 shall terminate immediately, and Dealer shall cease all use of the Trademarks immediately.

9. Relationship of Parties: Indemnification.

9.1 The relationship between the parties established by this Agreement is that of independent contractors in which Roto Mold is vendor and Dealer is vendee of the Products.

9.2 Dealer is not an agent or employee of Roto Mold, and accordingly has no right or authority to enter into any contracts in the name of or for the account of Roto Mold, nor to assume or create any obligation or liability of any kind, express or implied, on behalf of Roto Mold.

9.3 Subject to the rights granted to and the obligations undertaken by it pursuant to this Agreement, Dealer will conduct its business at its own initiative, responsibility, and expense. Dealer will indemnify and hold Roto Mold, and Roto Mold's members, manager, and employees harmless against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Dealer's operations pursuant to this Agreement, as well as Roto Mold's costs, including attorneys' fees, in defending against them.

10. Rights to Inventions and Patent Rights.

10.1 Dealer will not be deemed by anything contained in this Agreement, or done pursuant to it, to acquire any right or title to, or interest in, any patent, now or hereafter covering, or applicable to any Product, nor in or to any invention or improvement now or hereafter embodied in any Product, whether or not such invention or improvement is patentable under the laws of any country.

10.2 Roto Mold has the option to prosecute any patent infringement claims and Dealer will cooperate with and render assistance to Roto Mold in such prosecution. Dealer will promptly notify Roto Mold in writing of any formal or informal notice to it or institution of any proceeding against it charging patent infringement. If any patent infringement claim is made against Dealer charging that Dealer's use of the Product infringes any patent, Roto Mold, at its sole option, in order to mitigate any damages which might thereafter accrue both to Roto Mold and Dealer, may instruct Dealer to discontinue selling the Product in question until such time as the dispute is settled or may defend the patent infringement claim, in which case Dealer will cooperate and render assistance to Roto Mold on such defense. If Dealer fails to comply promptly with said instructions of Roto Mold, Roto Mold will be discharged from any obligations or liabilities accruing thereafter.

11. Force Majeure. Notwithstanding any provision contained herein to the contrary, Roto Mold is not liable or responsible for delay in performance or for nonperformance during any period in which such performance is prevented or hindered by any cause beyond Roto Mold's reasonable control, including, but not limited to, fire, flood, war or act of war, riot, civil disturbance, pandemic, embargo, labor difficulties, interruption of transportation, accident, explosion, or other act of nature or other cause beyond their control.

12. Term and Termination.

12.1 This Agreement is effective as of the Effective Date and will remain in effect, unless earlier terminated in accordance with the provisions of this Section 12, until the end of the calendar year (i.e. December 31) (“Initial Term”). This Agreement will automatically renew for an additional one (1) year term (a “Renewal Term”) unless either party notifies the other party in writing at least fifteen (15) calendar days of prior to the end of the Initial Term or any Renewal Term or as set forth in 12.2 or 12.3 below.

12.2 This Agreement may be terminated by either party immediately upon written notice to the other party, upon the occurrence of the filing of any voluntary petition in bankruptcy or for corporate reorganization or for any similar relief by the other party; the filing of any involuntary petition in bankruptcy or its equivalent against the other party, not dismissed within sixty (60) calendar days from the filing thereof; the appointment of a receiver or the equivalent for the other party or for the property of the other party by any court of competent jurisdiction, which receiver has not been dismissed within sixty (60) calendar days from the date of such appointment; the inability admitted by the other party in writing to meet its debts as they mature; or occurrences similar to any of the foregoing under the laws of any jurisdiction, irrespective of whether such occurrences are voluntary or involuntary or whether they are by operation of law or otherwise; or

12.3 Regardless of any other provision of this Agreement, this Agreement may be unilaterally terminated by Roto Mold, effective upon delivery of notice to the Dealer.

13. Effect of Termination.

13.1 Neither party possesses nor will be deemed to possess any right of property in or incident to this Agreement, and the parties agree that any termination of this Agreement according to the formalities specified herein will not constitute an unfair or abusive termination or create any liability not set forth in this Agreement of the terminating party to the terminated party. Upon termination of this Agreement in any manner, neither party is liable to the other, either for compensation or for damages of any kind, whether on account of the loss by Roto Mold or Dealer of present or prospective profits on present sales or prospective sales, investments or goodwill, incidental, consequential and punitive damages which the parties hereby waive.

13.2 Notwithstanding anything to the contrary in this Agreement, no termination of this Agreement by either party will affect any rights or obligations of either party which are (i) vested pursuant to this Agreement as of the effective date hereof, or (ii) intended by the parties to survive such expiration or termination.

13.3 Upon expiration or termination of this Agreement, Dealer will deliver to Roto Mold all materials protected under Section 7.

13.4 Dealer grants Roto Mold an option, upon expiration or termination of this

Agreement, to purchase part or all of any inventory of Products held by Dealer at the time it receives notice of the exercise of such option. Such option will be exercised by notice delivered in accordance with Section 14 given at any time prior to or within ten (10) calendar days after such expiration or termination. The price will be the lesser of: (i) fair market value at wholesale in the sales area at the time, or (ii) Dealer's cost for such Products. Dealer agrees to afford Roto Mold's representatives access to its inventory of Products for inspection prior to the exercise of the option and further agrees not to sell part or all of its inventory of Products other than by sales to its usual End Users at usual prices in the ordinary course of business until Roto Mold's option has been exercised or expires.

14. Assignability. The rights granted to Dealer under this Agreement are not assignable by Dealer without the prior, written consent of Roto Mold which consent may be delayed, conditioned, or withheld. Any attempted assignment without the consent of Roto Mold is void *ab initio*. Roto Mold may assign its rights and obligations under this Agreement without the prior written consent of Dealer.

15. Language: Notices and Other Communications. The English language version of this Agreement is controlling in case of any inconsistency between such version and any translation thereof. Any notice, request, consent, demand, or other communication given or required to be given hereunder is effective when sent if made in writing, in English, and sent by electronic mail or facsimile with a confirmation copy sent by overnight carrier to the respective addresses of the parties as follows:

To Roto Mold:
Roto Mold, Inc.
46982 Mindy St.
Tea, SD 57064

Phone: 605-368-9872
Fax: 605-368-9943
E-mail:

accounts@rufflandkennels.com

To Dealer: See address on **signature page** attached hereto.

16. No Waiver of Rights. Failure at any time to require the other party's performance of any obligation under this Agreement does not affect the right to require performance of that obligation. Any waiver of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.

17. Dispute Resolution. Any claim or dispute arising out of, or related to, this Agreement, or the making, performance, or interpretation thereof, will be heard in the state court located in Lincoln County, South Dakota, and the parties hereby irrevocably consent to the jurisdiction and revenue of such courts for the resolution of such disputes.

18. Severability. Should any part of this Agreement be invalid, such invalidity will not affect the validity of any remaining portion which will remain in force and effect as if this Agreement

had been executed with the invalid portion eliminated. It is the intent of the parties hereto that they would have executed the remaining portion of this Agreement without including such invalid portion.

19. Law to Govern. This Agreement is governed by and construed in accordance with the laws of the state of South Dakota. The parties hereby expressly disclaim the operation of the United Nations Convention on the International Sale of Goods.

20. Headings. The Section headings contained in this Agreement are for reference purposes only and have no effect in any way the meaning or interpretation of this Agreement.

21. Written Agreement to Govern. This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party is bound by any definition, condition, representation, warranty, covenant, or provision other than as expressly stated in this Agreement or as subsequently set forth in writing and executed by a duly authorized officer of each party.

22. Dealer Information.

Business Name:	
Contact Name:	
Contact Title:	
Additional Contacts:	
Business Address:	
Shipping Address (if different):	
Circle type of location Shipping Address is zoned for:	Business/Residential
Please circle if a forklift or loading dock available:	Yes/No
Shipping account information if using own account:	Carrier: Account #:
Sales email address:	
Accounts payable email address:	
Website:	
Phone:	
Alternate Phone:	
Fax:	
Preferred Payment Method (circle one):	Check/Credit Card/Invoice
Credit Card Number:	
Exp. Date:	
CVC:	
Confidential Credit Information:	The following is submitted to Roto Mold, LLC for the purposes of establishing or

	maintaining a line of credit. To the best of your knowledge this information is true and accurate in all respect.
Business Reference/Credit Reference Name:	
Address:	
Phone:	
Bank Reference Name of Bank:	
Address:	
Contact Person:	
Phone:	
Amount of credit bank will extend:	

- Roto Mold accepts all major credit card or check payment. A card can be stored in our secure on-line processing system for use on all orders, for check payments the check will need to be received and cleared in bank before order ships.
- If paying each order with credit card, credit information is not required.
- Additional terms may be established upon approval of this Agreement and credit information.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEALER SIGNATURE:

Company: _____, a
_____ organized under the laws of _____ (State)

Signed by: _____

Print Name:

Its _____ (Representative Title)

Date: _____ / _____ / 20____ (mm/dd/yy)

Mailing Address of Dealer (for written notice purposes):

ROTO MOLD LLC, INC. SIGNATURE:

By: _____
(Roto Mold representative)

Its: _____ (Representative Title)

Date: _____ / _____ / 20____ (mm/dd/yy)