

Hydra Shield Inc Distributor Agreement Document

Terms of Distributor Agreement

This agreement will formalize the terms and conditions of your company's designation as a distributor for Hydra Shield products set forth herein. Note: Company Name being Hydra Shield and Distributor name being:

Distributors Name: _____.

1. This agreement shall be effective when accepted by Hydra Shield and shall continue until terminated by either party. This agreement may be terminated upon written notice to the other party at least (30) days prior to an ending date to be designated. [Under certain circumstances listed within section 1.1 thru 1.5 of the distributor good faith agreement Hydra Shield may revoke and suspend said distributorship for the following reasons under the distributor good faith agreement without written notice. (section 1.1 thru 1.5)] (Term: Distributor Good Faith Agreement Section is 1.1 thru 1.5)
 - 1.1. Late Payments: Paying late on invoices that are due from the terms set forth. Terms Negotiated: **Net 30**
 - 1.2. No Payments: Not paying on an account after delinquency of account has been notified to said distributor.
 - 1.3. Misrepresentation: Knowingly misrepresent Hydra Shield or its company and products to any customer or entity.
 - 1.4. Unethical Business Practice: Knowingly commit or engage in any unethical business relations with customers or any other entity while under agreement with Hydra Shield.
 - 1.5. Annual Minimum Requirements: We set at a reasonable dollar figure based on distributor guidelines set forth for large discounts given to said distributor that only distributors receive, unless sole source is directed by customer or company. Minimum requirements are set at **\$10,000 dollars annually**. Not holding up to the minimum requirements may result in termination of distributorship with Hydra Shield.
2. **General Terms**: Pricing, Delivery, shipping charges, invoices return and other details relating to sales shall be in accordance with current pricing "General Terms & Conditions" or as agreed upon by the parties to this agreement. Hydra Shield reserves the right to change pricing and other terms and conditions of sale upon (30) days written notice or if Distributor Good Faith agreement, is not followed within said contract, we reserve the right to not honor said pricing or discounts without written notice. (written notice may be delivered in electronic form such as email or written notice Via the United States Postal Service). No notice will be provided if Hydra Shield incurs unforeseen charges based on market surcharges of rising material and labor cost we may change pricing without notice. Pricing must be no higher than Hydra Shield set list pricing to customer/company. This is to keep pricing fair for the market in which we service and distribute our products.
3. **Sales of Product**: Distributor must offer our product line within their line of products offered. Distributor must provide support and warranties of Hydra Shield brand and products and not mislead customers to believe Hydra Shield products are not available to them through said Distributor.
4. **Annual Minimum Requirements**: **please see attached addendum 1A.**
5. **Legal**: This Agreement is performable in Dallas County, Texas and shall be constructed and interpreted under the laws of the State of Texas, United States.
6. **Date of Agreement**: The Effective date of this agreement is upon acceptance by said distributor and Hydra Shield
7. **USE of Company Logo**: Distributor may use logo after complying with terms of this agreement. We also will provide marketing material for use which may include photos, Ads, and other items upon request from distributor.
8. **Leads Generations**: Hydra Shield may offer potential leads to distributors within in their region. Hydra Shield reserves the rights to control said leads that are direct sales generated by Hydra Shield, but may pass them off if it sees mutually beneficial to our joint venture. If you knowingly misrepresent our leads which results in the purchase of another product other than ours, fees may be assessed based on a fair market value of said product.

Addendum 1A

- I. Annual minimum dollar amount is in US. Dollar(s) \$10,000.00 (USD)
- II. Minimum quantity ordered apply for distributors looking to carry the Hydra Shield brand. We are dedicated to giving you competitive pricing but, in return we do require distributors to have minimum quantities ordered. This is so we are able to offer you special pricing, please see our Minimum Quantity Order Reference Sheet.
- III. Distributor MOQ (Minimum Order Quantity) reference sheet. These are the minimum quantities which must be purchased when ordering the selected items listed below for distributors that are on special pricing discounts.
 - a. Hydra Storz Adapters – (16) pcs = (1) case minimum
 - b. Open Bore Storz Adapters – (16) pcs = (1) case minimum
 - c. Blind Caps – (16) pcs = (1) case minimum
 - d. Pre-Con’s – (1) Unit = (1) unit minimum
 - e. Carlin Valve – (1) Unit = (1) unit minimum
 - f. Out of Service Signs – (25) pcs = (25) pcs minimum
 - g. Nylon Caps – minimum (12) pcs = (12) pcs minimum
 - h. Road markers (peel-n-stick) – (45) pcs = (1) case minimum
 - i. Road markers (non-peel-n-stick) - (50) pcs = (1) case minimum
 - j. 30 Degree Adapters – (4) pcs = (4) pcs minimum
 - k. Hydrant Wrenches – (12) pcs = (12) pcs minimum

By signing this agreement, you are agreeing to the terms set forth herein on said documents, (terms of distributor agreement and addendum 1A) you will follow the guidelines on these documents and that the information filled out is true and accurate based on your position with said distributor. This is a binding agreement between both companies listed below. ***(note: only authorized personnel in position to sign a legal binding document will be accepted.)***

Accepted:

Hydra Shield
8701 John Carpenter Frwy, Suite 230
Dallas, Texas 75247

Distributor:

Company Name: _____

Address: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____