

DISTRIBUTOR AGREEMENT



THIS DISTRIBUTOR AGREEMENT (this "Agreement") is made and effective as of the effective date by and between:

TUCKER PRODUCTS CANADA, a Canadian corporation, with an address located at 19705 56 Ave, Unit 102, Langley, British Columbia ("COMPANY"), and

Distributor Name: _____, a Canadian company, with an address
located at: _____ ("DISTRIBUTOR").

- Appointment.** Subject to the terms and conditions of this Distributor Agreement, the COMPANY hereby appoints and grants the DISTRIBUTOR the right to sell and distribute the Products to customers and to render other services as a distributor for the COMPANY as set forth herein.
- Relationship of Parties.** The DISTRIBUTOR is an independent contractor and is not and shall not be deemed to be an employee, legal representative, dealer, general agent, joint venture or partner of the COMPANY for any purpose.
- Orders.** Orders shall be made to the COMPANY via the online ordering system, or email and must contain the product number and prices for each item. Once a received order is processed by the COMPANY, the DISTRIBUTOR will be liable for full payment of the products ordered and any related shipping and import charges as outlined.
- Prices.** The COMPANY agrees to sell, and the DISTRIBUTOR agrees to purchase, the Products in accordance with the List Prices and Dealer Discount Percentages as communicated based on Distributor Tier and outlined on each invoice. The Distributor Tier is set to the based on your annual purchase volumes and will be communicated to you. For the most up to date List Prices visit the Distributor Ordering Site. List Prices and Dealer Discounts are subject to change without notice at the COMPANY's discretion.
- Shipments.** All shipments of Products for the DISTRIBUTOR and/or Customers in the Territory are FOB shipping point, and any freight and shipping costs related thereto will be the DISTRIBUTOR's responsibility. **Free freight shipping will be provided on all individual orders exceeding \$14,000 CAD.** The DISTRIBUTOR will inspect the Products upon receipt to determine whether any Products included in the shipment are in short supply or damaged and will note such observations on the carrier shipment records at time of receiving.
- Drop Shipments.** For drop shipment orders the COMPANY is performing the shipment on behalf of the DISTRIBUTOR and all product liability transfers to the DISTRIBUTOR at time of shipment. If the DISTRIBUTOR would like to insure the shipment or require signature confirmation of delivery they must request that in writing on the order. The COMPANY will not be liability in any way for lost or stolen drop shipped orders.
- Terms & Payment.** Upon the COMPANY acceptance of any order and the order being ready for shipment, the DISTRIBUTOR will receive an invoice for the total order costs. Invoices are DUE UPON RECEIPT. Failure to pay invoices on time may delay shipments or require payment in full prior to shipment in the future. Payment terms are only available for highly qualified buyers and arranged with the COMPANY.
- Resale of the Products & Minimum Advertised Prices.** The DISTRIBUTOR shall be free to resell the Products for such prices and upon such terms and conditions as the DISTRIBUTOR may see fit. The DISTRIBUTOR is however required to follow the Minimum Advertised Price (MAP) standards of not advertising individual products for less than 10% below the List Price. Any Special Sales or Exception Requests to MAP pricing will need to be approved in writing from the COMPANY. Failure to comply with MAP pricing is grounds for termination of this Agreement.
- Duration & Termination.** This Agreement shall become effective on the date first written above and shall continue in effect at the discretion of either the COMPANY or the DISTRIBUTOR. Either Party may terminate this Agreement at their discretion with thirty (30) days notice. Such notice must be communicated in writing. Any violations of the terms of this agreement are grounds for immediate termination of the Agreement.
- Indemnification.** Each Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party") and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party or any such person to the extent caused directly by acts or omissions of the Indemnifying Party relating to this Agreement.
- Limitation of Liability.** In no event shall either party be liable to the other for any special, indirect, exemplary or consequential damages arising out of this agreement of purchase of use of the products.
- Governing Law.** This Agreement is a contract under the laws of the Province of British Columbia, Canada.

IN WITNESS WHEREOF, this Agreement was signed by the Parties under the hands of their duly authorized officers.

Signature of Company Officer	Effective Date (YYYY/MM/DD)
Print Name	
Troy Chambo, Tucker Canada Distribution	

Signature of Distributor Officer	Date Signed (YYYY/MM/DD)
Print Name	