



INTERSPIRO AUTHORIZED DEALER AGREEMENT

Relationship of Parties

Dealers are independent businesses and are not considered employees or any other form of direct agents of Interspiro Inc. As an independent business you are **NOT** authorized to represent claims for or on behalf of Interspiro in written or other communication without previous permission from Interspiro Inc. If the dealer agreement is not signed you will not be able to purchase parts, products and represent Interspiro in any form.

Minimum Advertised Pricing

Interspiro Inc. has built a strong reputation for quality. By not adhering to Interspiro's established Minimum Advertised Price (MAP) dealers can have the dramatic effect of diminishing or detracting from the perceived value of Interspiro products. The internet, with its worldwide impact, has the possibility to cause great harm to any companies' product value if they are advertised at prices that will eliminate any legitimate retail competition. Therefore, if Interspiro Inc. agrees to allow your company to sell its products in store, you agree to abide by the following requirements and restrictions:

- You must purchase minimum of 5 Divator FFM and 5 RS4 Scuba units or combination of such products to open your dealership.
- You must have a physical address, telephone number and e-mail as a method of contact.
- Dealers may wish to offer small sales incentives like free shipping or cases.
- Dealers **may not sell** to other non-authorized dealers without the express permission of Interspiro.
- This Policy applies to all advertisements by Dealers of Interspiro products in all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, direct mail circulars, Internet, electronic or online media, television, radio, and public signage. Advertisements also include (a) written price quotes provided by a Dealer in response to e-mail or written inquiries; and (b) verbal price quotes provided in voice-mail messages left by a Dealer in response to telephone, e-mail, or written inquiries. Price tags, signage, and communication within the boundaries of Dealer's physical store are not advertisements for purposes of this Policy.
- All Products advertised outside of a store must be advertised with the then-current MAP. Listings such as "Call for Price" or "Lowest Price Guarantee" will be a violation of this "MAP" policy. Products may not be offered in such advertisements in combination (bundled) with any other manufacturer's products, services, or items such as coupons, gift cards, rebates, giveaways, membership clubs, or any other special discount or promotion.
- Violations of this Policy may result in the termination of a Dealer's right to resell Interspiro Products, without prior notice to the Dealer.
- This Policy is subject to change at Interspiro's sole discretion.
- The Minimum Advertised Price ("MAP") is Interspiro's Suggested Retail Price as established from time to time by Interspiro Inc. Interspiro reserves the right to modify the MAP of any of its products at its sole discretion. It is the Dealer's responsibility to keep itself informed of the then-current MAP by checking the then current price list or by contacting a member of Interspiro directly.

Available Dealer Product

Products available to dealers are limited to Divator mask, accessories and RS4 SCUBA products. All DP related products are sold by full Authorized Interspiro Distributors and a 2% referral fee is paid to the Dealer upon close and payment of such referral. Spare parts are not available for resale by Dealers. Military sales are prohibited.



Purchasing

All dealer purchases are payable before shipment. Interspiro will not extend credit terms.

PAYMENT

Dealer shall make payment in full in US dollars to INTERSPIRO at the established prices of all products at place of order and will be paid prior to shipment and, if applicable, shipping, handling, and banking costs PRE-SHIPMENT as follows:

- Credit Card
- Money Order
- Bank Wire Transfer

The date of invoice will be (5) five business days prior to shipment from INTERSPIRO. Notwithstanding the foregoing, any alternative method or methods of payment for the Products sold to Dealer by INTERSPIRO may be utilized from time to time if agreed to in writing by INTERSPIRO. Payment of insurance, taxes, bid bonds and performance bonds shall be the responsibility of the Dealer.

Checks should be made to:
INTERSPIRO Incorporated
10225 82nd Avenue
Pleasant Prairie, WI 53158-5801
USA

Bank wire transfers shall be made to:
Bank of America
100 West 33rd Street (This physical address for routing identifiers only)
New York, NY 10001

Swift Code **BOFAUS3N**
CHIPS Participant #0959 (If needed)
Further Credit to:
Interspiro Inc.
Account # 005800932062
Routing Number #026009593



DELIVERY - INTERSPIRO shall deliver Product using the carrier specified in the order, or INTERSPIRO's customary carrier. INTERSPIRO shall minimize delivery costs while providing timely delivery. INTERSPIRO shall attempt to prepare and deliver the entire order as soon as it is received or as scheduled by purchase order.

RETURNS – Dealer may return Product only if it is defective within 30 days of receiving product, as follows. Dealer shall fax or email a completed Return Material Authorization (RMA) form describing the problem. If the problem is determined to be valid, INTERSPIRO shall fax or email an RMA number to the dealer. Dealer shall write the RMA number on the shipping container containing the Product prior to returning it. Returned Product shall consist of the entire Product. Dealer's account shall be debited for replacing missing items and repairing out-of-warranty damage and shipping costs for non-warranty or order error returns.

Training

The primary goal of Interspiro is to create satisfied customers. An important part of this result is to present customers with as much product, educational and proper operational information at the time of purchase. Interspiro requires its dealers to walk the customer through the basic operation of their Interspiro product and to describe sources of support. All Interspiro User Manuals shall be followed, and Interspiro's recommended service schedule shall be explained. In addition, the dealer should show the customer the community section on the Interspiro website so that the customer knows the source of further information.

Confidentiality

Each of the parties hereto agrees to keep confidential all information including, without limitation, the terms of this Agreement, business and financial information, product designs, customer, and vendor lists; and pricing and sales information, concerning us or you.

Product Modification

Interspiro strictly prohibits the modification of Interspiro products prior to the sale of the product. Any modification of the product will void the warranty.

Modification

We reserve the right to modify any terms and conditions contained in this Agreement at any time. Dealers may terminate their association with Interspiro at any time, and Interspiro may terminate your dealership at any time, with or without cause.

Warranty

Interspiro provides a 1-year warranty for manufacturer defects and workmanship.

TERM - This Agreement shall endure through _____ when executed by both parties, and it shall be automatically renewed for annual periods unless one party notifies the other within 30 days prior to the termination date of an intent not to renew. Either party may terminate this Agreement at any time in the event of insolvency, bankruptcy, assignment for the benefit of creditors or appointment of a receiver for any or all of a substantial part of the other party's business or property. Either party may terminate this Agreement in the event of material breach by the other party that has gone unremedied for 30 days or more after written notice by the offended party. No breach of any provision of this Agreement shall relieve either party of the obligation to abide by any and all of the other provisions except as otherwise specified herein. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties hereto. If INTERSPIRO terminates the agreement, then inventory held by dealer may be either (1) returned to INTERSPIRO (dealer pays shipping costs) or (2) dealer may sell the remaining inventory. INTERSPIRO will select one of these two choices at the time of termination. The Parties agree that in the event, dealer expand its business activities, including acquisitions of other business entities/activities, the Parties shall enter good faith negotiations for the purpose of changing the terms and conditions of this Agreement.

FORCE MAJEURE – Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemic, act of any government or other authority, compliance with government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the party so failing, shall not be deemed to be a breach of this Agreement nor shall it subject either party to any liability to the other.

Should either party be prevented from carrying out its contractual obligations by force majeure lasting continuously for a period of thirty (30) days, the parties shall consult with each other regarding the future implementation of the Agreement. If no mutually acceptable agreement is arrived at within a period of thirty (30) days thereafter, either party shall be entitled to terminate the Agreement forthwith on written notice. INTERSPIRO shall without delay, inform dealer of any Force Majeure situations.

ARBITRATION – Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration.

- (a) A party claiming that a dispute has arisen must give written notice to the other parties to the dispute specifying the nature of the dispute and,
- (b) Must within fourteen (14) days of receipt of said notice seek to resolve the dispute.
- (c) If the dispute is not resolved within fourteen (14) days or within such further period as the parties agree then the dispute is to be submitted to the American Arbitration Association.
- (d) The place of Arbitration shall be Chicago, Ill. USA.
- (e) The language to be used in the arbitral proceedings shall be English.



(f) The governing law of this contract shall be the substantive law of the State of Illinois, United States of America.

Dealer Information	
Business Name:	
Business Address: <i>#, Street, State, ZIP</i>	
Business Phone #:	
<i>Dealer's Representative Information:</i>	
Name:	
Title:	
Email:	
Direct Phone #:	
Date:	
Signature:	

Interspiro Representative Information	
Name:	
Title:	
Date:	
Signature:	