

AQUAFINESSE AUTHORIZED RESELLER AGREEMENT

1. Appointments. This Agreement is limited to those retail locations authorized in writing by AquaFinesse (“Locations”), and Reseller agrees not to transship/sell Products to/from any unauthorized location, nor to any reseller/wholesaler who is not an authorized AquaFinesse Reseller.

During the terms of this Agreement, Reseller will have a limited, nonexclusive, non-assignable and nontransferable right to:

- Identify itself at each Location as being an Authorized AquaFinesse Reseller
- Use AquaFinesse’s Trademarks, copyrighted photos, images and artwork, and such other marks or intellectual property as AquaFinesse may specify in writing (“Trademarks”) are usable under this Agreement in advertising and reselling the Products from the Location(s). Trademarks will remain AquaFinesse’s exclusive property, and any use will be in strict accordance with any guidelines/policies which may be issued by AquaFinesse from time-to-time.

Reseller understands that its appointment as an Authorized AquaFinesse Reseller is on a nonexclusive basis; AquaFinesse may sell to/establish other dealers at any location at its sole discretion. Nothing contained in this Agreement shall be deemed to create any joint venture, combined business, or other relationship between the parties other than as specifically set forth in this agreement.

2. Reseller Responsibilities. Reseller agrees to:

- Use its best efforts to maximize sales of AquaFinesse products (“Products”) by effectively promoting and selling the Products with comparable effort as for any competing specialty chemical product lines the Reseller may carry.
- Abide by AquaFinesse’s MAP Policy (Minimum Advertised Price) on all advertising of Products either online or in print. See Amendment A for MAP Policy.

AquaFinesse reserves the right to perform an audit of online pricing to verify proper Product pricing. Failure to maintain MAP pricing may lead to termination of Reseller Agreement.

- Avoid any deceptive, misleading, or unethical practices in the advertising, marketing and sale of Products. Reseller shall, in no manner, misrepresent, disparage or otherwise undermine the technical capabilities, qualities or performance characteristics of Products.

Reseller recognizes that its marketing, selling, and servicing of Products will affect the image and goodwill of the AquaFinesse brand and Products. Where Reseller plans to advertise or promote Products utilizing promotional materials other than those provided by AquaFinesse, pre-approval in writing is required from AquaFinesse before such advertisements or promotions appear in any advertising medium or in-store merchandising.

- Comply with all applicable instructions, laws, regulations and policies related to product use, safety, storage and handling of Products.

Reasonable technical assistance and product knowledge is required to ensure the proper and safe use of Products and that satisfactory Product performance results are obtained.

3. Safety. Reseller recognizes the importance of product safety considerations and the need to protect person’s property against

unsafe conditions that could occur from improper use, storage handling and disposal of Products. Reseller will provide its customers, employees and other parties foreseeably exposed to Products with appropriate warnings, advice and other material regarding the Products and will use its best efforts to ensure Products are used, stored, handled and disposed of in a safe and proper manner, consistent with AquaFinesse’s recommendations on product label.

4. Terms/Sales of Products. Products shall be sold only by AquaFinesse-approved channels of distribution (“Distributor”). Purchase of Products by Reseller and all terms and conditions with respect thereof shall be strictly with and between Distributor and Reseller. Any purchases made by unauthorized AquaFinesse channels of distribution will result in Reseller assuming any and all product liability claims. In any event, AquaFinesse shall not be liable to Reseller under any theory of recovery (whether based on negligence of any kind, strict liability or tort) for any special, incidental or consequential damages (e.g. loss of sales or profiles) in any way related to, arising or resulting from any sale, resale or use made of the Products.

5. Miscellaneous. Reseller is not a franchisee or agent of AquaFinesse, and no fee or other mandatory consideration has been paid by Reseller to AquaFinesse, or anyone else for issuance of this Agreement.

6. Termination. Reseller acknowledges that any violation of this agreement will lead to immediate termination of Reseller Agreement with AquaFinesse. AquaFinesse reserves the right to reinstate or terminate Reseller Agreement at its sole discretion. Upon termination, AquaFinesse will have no other liability to Reseller. Any and all use of the Trademarks shall cease immediately by Reseller upon termination of the Agreement. Any monies owed at the time of termination will be due immediately.

Reseller agrees that this Agreement:

- Cannot be assigned by Reseller, whether by operation of law or otherwise, without the prior written consent of AquaFinesse
- Contains the entire Agreement and supersedes any prior communication, representations and agreements between Reseller and AquaFinesse relating to its subject matter
- Cannot be modified other than in writing which specifically references this Agreement and is signed by Reseller
- Will be governed by local laws of Ohio regarding its construction, enforcement and interpretation.

Reseller fully understands that this Agreement and its Reseller appointment, and any continuation of either, may be preconditioned on revised product stocking and marketing/promotional/service minimum requirement.



AQUAFINESSE AUTHORIZED RESELLER AGREEMENT

AQUAFINESSE AGREES TO:

- A. Provide sales and technical training to ensure proper product use, and optimum product performance results are achieved.
- B. Provide consumer sales support materials and programs to promote and maximize sales of the AquaFinesse product line.

Prior to any shipment of AquaFinesse Products, this agreement must be completed in its entirety.

Reseller must perform the following services to remain qualified as an Authorized AquaFinesse Reseller, and must do so for each of its Locations.

BY SIGNING THIS AGREEMENT, RESELLER AGREES TO:

- A. Recommend/promote the AquaFinesse Water Care System and related Products.
- B. Abide by MAP Pricing in all advertising of Products.
- C. Use only AquaFinesse-approved and copyrighted images and artwork
- D. Participate in Products training.
- E. Prominently display AquaFinesse Products and P.O.P. (Point-of-Purchase) materials in a clean, safe and presentable retail storefront location(s).
- F. Provide water testing services to consumers. (Retail)

AquaFinesse appoints Reseller locations listed below as Authorized AquaFinesse Reseller(s) under the terms of this Agreement (including the General Terms on the reverse side).

Primary Business: Retailer Service Builder Commercial Pools Other _____

Business Name _____ Principal Contact Person _____

Principal Business Address _____ City _____ State _____ Zip Code _____

Telephone with area code _____ Fax with Area Code _____

Principal Contact's Email Address _____

Retail Location #1 Address _____

Retail Location #2 Address _____

Company Website and/or Affiliated Websites Where You Sell or Plan To Sell Products (i.e., Amazon) _____

Distributor(s) That You Purchase Products From _____

Company Facebook and/or Twitter pages: _____

AquaFinesse Sales Rep or Referred by: _____

By signing below, Reseller accepts these Agreement Terms for each of its Locations.

Reseller Signature _____

Date _____

**RETURN COMPLETED SIGNED AGREEMENT TO:
1-866-880-1508 (FAX) or julia@aquafinesse.com
AquaFinesse, LLC ♦ 3226 Taylorsville Hwy. ♦ Statesville, NC 28625**