



## DEALER AGREEMENT

This Dealer Agreement (“Agreement”) is entered into by and between VAAST Bikes, a Ohio corporation located at 8889 Gander Creek Drive, Miamisburg, Ohio (“**VAAST Bikes**”) and your company (“**Dealer**”), each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

### 1. Appointment.

VAAST Bikes manufactures or causes the manufacture of certain products which VAAST Bikes may offer to sell to Dealer and which may be changed by VAAST Bikes from time to time in VAAST Bikes sole discretion (the “Products”). Subject to the terms of this Agreement, VAAST Bikes hereby appoints Dealer, and Dealer hereby accepts such appointment, as a dealer in connection with the sale of the Products from Dealer’s retail store locations that are approved in writing by VAAST Bikes. This appointment is non-exclusive and there may be other dealers who sell the Products from store locations in the same geographic area as Dealer.

### 2. Terms

- a. **Ordering.** Dealer may order Products from VAAST Bikes electronically through an online portal managed by VAAST BIKES (the “Portal”). To facilitate the placement of orders, VAAST Bikes may provide Dealer with one or more tablet computers (the “Tablet”) that will enable the Dealer to view Product images, specifications and pricing and to place orders. Dealer agrees that the Tablet will be used only by Dealer’s authorized personnel and only for the foregoing reasons.
- b. **Pricing and Orders.** Dealer agrees that VAAST Bikes may change Product offerings, designs, material specifications, discounts and pricing at any time. Prices will include standard freight and insurance using a VAAST Bikes-selected carrier as a separate line item. VAAST Bikes does not guarantee that Products will be available at all times during the term of this Agreement. VAAST Bikes reserves the right to accept or decline any order, in whole or in part. VAAST Bikes may cancel all or any part of an accepted order prior to shipment, if in its sole discretion, VAAST Bikes determines that it has insufficient inventory to fulfill such order. Resale prices for the Products shall be set by Dealer in its sole discretion. Any recommended resale prices for the Products communicated by VAAST Bikes are a recommendation only and the Dealer will under no circumstances be required to sell the Products for those prices. See VAAST Bikes Minimum Advertised Price Policy set forth in Section 16 below.
- c. **Delivery.** Title and risk of loss to all Products will pass to Dealer upon delivery by VAAST Bikes at the delivery destination designated by Dealer in its order.
- d. **Payment.** Dealer shall pay for the Products at the time the order for such Product is placed.
- e. **Product Returns.** Products purchased hereunder shall be subject to VAAST Bikes then-current policies for defective Products which policies may be changed from time to time by VAAST Bikes.
- f. **Support.** VAAST Bikes will provide post-sales support for the Products as described in the documentation accompanying such Products. VAAST Bikes reserves the right to provide or to not provide support for any Products that have been modified.

### 3. VAAST Bikes Warranty; Liability

- a. Dealer must follow established warranty programs and notification procedures supplied by VAAST Bikes to Dealer from time to time (the “Limited Warranty”). Supplier reserves the right to modify or change the Limited Warranty as conditions warrant in its sole discretion. EXCEPT AS EXPRESSLY STATED IN THE LIMITED WARRANTY, VAAST BIKES PROVIDES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- b. As Dealer’s sole and exclusive remedy for a breach of the above warranty and at VAAST Bikes sole discretion, VAAST Bikes will either replace or repair a Product that does not conform to an applicable VAAST Bikes warranty; provided, however, that VAAST Bikes shall not be responsible to replace or repair a Product which has been improperly installed, damaged, repaired or altered by Dealer, its representatives or its customer.
- c. THE LIABILITY OF VAAST BIKES TO THE DEALER IN ANY EVENT SHALL NOT EXCEED THE SALE PRICE OF ALL PRODUCTS SOLD TO DEALER DURING THE TERM HEREOF. VAAST BIKES SHALL NOT BE LIABLE TO DEALER UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOSS OF GOODWILL OR LOSS OF INVESTMENT.

### 4. Obligations of VAAST Bikes

- a. VAAST Bikes may provide Dealer with tangible or web-based customer brochures and point of sale materials.
- b. VAAST Bikes shall designate Dealer as an “Authorized VAAST Bikes BIKE Dealer” and Dealer’s store as an “Authorized VAAST Bikes BIKE Store”.
- c. VAAST Bikes shall sell the Products only to Authorized VAAST Bikes BIKE Dealers who agree to uphold the VAAST Bikes Retailing Standards as set forth in Section 5 of this Agreement and as otherwise required by VAAST Bikes.
- d. VAAST Bikes shall provide Dealer with the Products in accordance with this Agreement, the applicable terms and conditions of sale as stated in the electronic or paper invoice, sales acknowledgement and other applicable VAAST Bikes sales documents in effect at the time of sale.
- e. VAAST Bikes shall provide a warranty for the Products as set forth in Section 3 above.





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### 5. VAAST Bikes Retailing Standards

- a. The Dealer locations where the Products are sold and any changes to such locations must be pre-approved in writing by VAAST Bikes (the "Dealer Locations"). Dealer shall maintain its Dealer Locations, display such signs, engage in such advertising and generally carry on its business so as to maintain an image that reflects the high quality of the Products and encourages the sale of the Products.
- b. Dealer shall sell all Products fully and properly assembled in accordance with all warnings and assembly instructions applicable to the Products and their components, and shall provide the Limited Warranty to each customer who purchases a Product, shall call such customers' attention to all applicable warnings, and shall explain fully and in person the intended use of the Products and their components.
- c. Dealer shall provide adjustment and other services pertaining to the proper maintenance of a Product to customers free of charge within thirty (30) days after date of sale.
- d. Dealer shall act as an authorized VAAST Bikes Service Center and shall perform all service and warranty for the proper maintenance of the Product, shall repair, replace or adjust the Product in accordance with appropriate Product warranties, as such warranties may change from time to time, and with all warnings and assembly instructions applicable to the Product and their components. Dealer agrees that any warranty offered by Dealer in addition to or different from VAAST Bikes warranty shall not be binding on VAAST Bikes and shall clearly and conspicuously state that such warranty is Dealer's warranty only.
- e. Dealer shall at all times abide by all terms and conditions of sale in effect at time of purchase of Products by Dealer from VAAST Bikes.
- f. Dealer shall sell the Products solely from its Dealer Location described above and solely to ultimate retail consumers but, not to resellers, wholesalers or others whose intent or practice is to resell BIKES. Dealer shall not sell any Products by mail, Internet or any other means which would prohibit Dealer from fully and completely complying with Dealer's obligations hereunder.
- g. Dealer may not use the word "VAAST Bikes" in its business name but, may while this Agreement is in effect, indicate that it is an "Authorized VAAST Bikes Dealer" and that its Dealer Location is an "Authorized VAAST Bikes BIKE Store".
- h. Dealer shall keep all VAAST Bikes trade secret, proprietary and confidential information (the "Confidential Information"), including, but not limited to, financial information and data, personnel information, and costs or pricing data, in the strictest confidence. Dealer shall use the Confidential Information only for the performance of this Agreement.
- i. Dealer shall pay all sales, use, service use, personal property, and excise taxes and any other fees, assessments, or taxes which may be assessed or levied by any national, state, or local government and any departments and subdivisions thereof, as a result of the performance of this Agreement or against any of the Products ordered by the Dealer.

### 6. Material Default

Failure of Dealer to fully comply with and meet each of its obligations and agreements set forth VAAST Bikes shall constitute a material default by Dealer under this Agreement and entitle VAAST Bikes to terminate this Agreement.

### 7. Termination

VAAST Bikes may terminate this Agreement by written notice to Dealer in the event of the bankruptcy or receivership of the Dealer or the breach by Dealer of Sections 5(f) and (g) above. VAAST Bikes may terminate this Agreement in the event of a material default as defined in Section 6 of this Agreement upon seven (7) days advance written notice to Dealer. Either VAAST Bikes or Dealer may terminate this Agreement upon thirty (30) days advance written notice to the other party. Immediately upon expiration or termination of this Agreement, Dealer shall cease and forever abstain from holding itself out to the public as an Authorized VAAST Bikes BIKE Dealer and as an Authorized VAAST Bikes BIKE Store, and from thereafter using any consumer brochures, point of sale materials and displays, signs, printed materials, advertising and the like which bears the VAAST Bikes name or trademark. Immediately upon termination for any reason, Dealer shall cease using any trademarks, trade names, service marks and logos of VAAST Bikes or its third-party licensors. Within ten (10) days of termination for any reason, Dealer shall (i) pay to VAAST Bikes all debts owed by Dealer to VAAST Bikes; (ii) return all Tablets to VAAST Bikes; and (iii) return all sales, marketing and servicing materials with respect to the Products to VAAST Bikes. Nothing herein shall preclude Dealer from selling its remaining inventories of the Product except that VAAST Bikes, at its option, may repurchase any or all of the Products owned by Dealer.

### 8. Indemnity

Dealer shall indemnify and hold VAAST Bikes, its officers, directors, employees, agents, successors and assigns harmless from and against any and all costs, losses, judgments, fines, damages and expenses of whatever form or nature, including costs of legal defense, as incurred, whether direct or indirect, as incurred, that they, or any of them, may sustain or incur as a result of any breach of, or failure to perform, any obligation of Dealer under this Agreement or any personal injury or property loss or damage occurring at the Dealer Location.

### 9. Complete Agreement

There are no other agreements or understandings (other than VAAST Bikes BIKE warranty, the minimum advertised price policy and terms and conditions of sale in effect as described herein) either oral or in writing, affecting this Agreement. This Agreement cancels and superseded all previous agreements between the parties relating to the subject matter covered herein. No amendment change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.





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### 10. Severability

The sections of this Agreement are severable, and in the event any section or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall continue to be effective and binding on the parties. No waiver of any breach of any covenants, agreements or provisions herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant or provision.

### 11. Assignment.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective legal representatives, successors and permitted assigns. Neither party may assign this Agreement or any of its rights hereunder to any third person without the prior written consent of the other party, and any purported assignment without such consent shall be null and void; *provided, however*, that VAAST Bikes may assign this Agreement to an affiliate or as part of a sale of substantially all of its assets, or otherwise by operation of law.

### 12. Governing Law

The rights and obligations of the parties under this Agreement shall be governed by and interpreted in accordance with the internal (but not the conflicts) laws of the State of Ohio, including its provisions of the Uniform Commercial Code. The parties hereto submit to the jurisdiction of the courts of the State of Ohio and of the United States located in Montgomery County, Ohio, and each party hereto agrees not to raise and waive any objections to, or defense based on the venue of, any such court or forum non convenience. Any action against VAAST Bikes must be brought within one (1) one year after the event giving rise to the right or action first accrued or else it shall be barred forever.

### 13. Independent Contractors

The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise or business opportunity between VAAST Bikes and Dealer. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party.

### 14. Notices

Any notice or other communication permitted or required to be given between the parties hereto shall be made in writing and shall be deemed to have been duly given to a party when delivered in person or sent by courier service to such party at the relevant address set forth above. Any party may change its address for the purpose of receiving notices by giving notice in accordance with the provisions of this Section 14.

### 15. Survival

Sections 3, 7, 8, 12 and 15, and any other provisions of this Agreement which are intended (explicitly or otherwise) to survive termination or expiration, shall survive any such expiration or termination for any reason.

### 16. Minimum Advertised Price Policy

VAAST Bikes has established a unilateral policy (the "Policy") regarding the minimum advertised price ("MAP") of its products in the United States. VAAST Bikes believes that this Policy is necessary to ensure the preservation of the superior image of our brand and the value of our products, and to ensure that retailers provide effective marketing and sales support for all VAAST Bikes products. This Policy has been unilaterally adopted by VAAST Bikes and will be unilaterally enforced. VAAST Bikes is not requesting, or otherwise seeking, any agreement or acknowledgment regarding this Policy from any retailer.

All authorized resellers of the Products are required to adhere to the Policy as a condition of selling the Products. Specifically, Dealer must adhere to the following guidelines, which VAAST Bikes is implementing unilaterally and which are not subject to negotiation.

- a. The minimum advertised price for each Product has been provided to Dealer. Dealer is responsible for keeping your advertisements current as the price may change from time to time, at Dealers' sole discretion. VAAST Bikes will notify Dealer of any change in the minimum advertised price.
- b. The Policy applies to all off-site advertisements (by retail distributors or their affiliates) in all media, including without limitation: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, brochures, flyers, and the like), broadcast (radio and TV), direct mail pieces, internet and other electronic ads (whether in social media, on third party sites, on auction sites, or on the Dealer's own site), text messaging, search engine advertising, posters, billboards or other out-of-store signage.
- c. Including discounts, giveaways, incentives, rebates, or coupons in your advertising to bring the price below the minimum advertised price is a violation of this Policy.
- d. Dealer may advertise free shipping and/or handling and Dealer may offer free financing, without violating the Policy.
- e. If Dealer wishes to advertise a Product bundled with free or discounted items, please contact VAAST Bikes for permission in advance, or Dealer may be in violation of the Policy if the bundle effectively discounts the price below the minimum advertised price.
- f. Dealer may advertise that Dealer has the lowest price, or that Dealer will meet or beat any price, or that consumers can call for a price,



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- g. The Policy does *not* apply to in-store merchandising (signage, stickers, hang tags, barcodes), internet shopping carts, or prices given to Dealer’s customers by email or over the telephone in response to inquiries.
- h. The Policy does *not* limit your right to set the price at which Dealer actually sells the products. The Policy applies only to advertising; Dealer may sell the product at any price Dealer chooses.
- i. VAAST Bikes may choose to conduct a sale or other special offering on one or more items from time to time, in which case it will notify Dealer in advance that the minimum advertised price has been suspended and will provide Dealer with other relevant details.
- j. No VAAST Bikes employee or sales representative is authorized to grant exceptions to this Policy. Exceptions may be approved for certain products for limited times at the sole discretion of VAAST Bikes and must be in writing signed by an authorized representative from VAAST Bikes’ Legal Department. A violation of the terms of such a writing will constitute a violation of this Policy.
- k. Should a retailer fail to comply with this Policy, VAAST Bikes may, at its sole discretion, issue a warning letter. Repeated violations may lead to VAAST Bikes’ refusal to accept further orders from the retailer (for a period of time or permanently, as this Policy is in place to ensure the continued good reputation of VAAST Bikes and to encourage positive consumer experiences in purchasing our products. If Dealer has more than one location, enforcement actions will apply to all locations even if the violation occurred at fewer than all.

VAAST Bikes is providing a copy of this Policy to all of its retailers. By agreeing below, Dealer acknowledges that it has received and read the Policy. VAAST Bikes encourages Dealer to contact us with any questions Dealer has about the Policy and how to comply with its requirements. Thank you for your cooperation in ensuring that VAAST Bikes’ delivers a superior shopping experience to its customers.

Compliance with this Policy is entirely within the control of each retailer. This Policy is non-negotiable, and no modifications will be made for any retailer. VAAST Bikes cannot and will not discuss this Policy outside of providing the terms of the Policy and examples of compliant and non-compliant advertising.

In general, VAAST Bikes gathers input and feedback from retailers about policies and practices. If you have comments or concerns about this Policy, you may submit those by email to [info@vaastbikes.com](mailto:info@vaastbikes.com). VAAST Bikes will not respond to any comments from one retailer about the activities of any other retailer.

### 17. ACCEPTANCE

BY SELECTING THE “AGREE” BUTTON, DEALER CERTIFIES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND THIS SELECTION SHALL CONSTITUTE A SIGNATURE AUTHENTICATING ITS ACCEPTANCE OF THIS WRITING. VAAST BIKES MAY CHANGE THESE TERMS, CONDITIONS AND NOTICES FROM TIME TO TIME. CONTINUING TO ACCESS THE PORTAL AFTER VAAST BIKES POSTS NOTICE OF SUCH CHANGES CONSTITUTES DEALER’S AGREEMENT TO SUCH CHANGES.

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**DEALER SIGNATURE**

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**DATE**

