

**DEALER AGREEMENT**  
WITH  
**BIOTIC INDUSTRIES, INC.**

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between BIOTIC INDUSTRIES, INC., a Tennessee for profit corporation, with its principal office located in Bedford County, State of Tennessee, United States of America (hereinafter called “Manufacturer” or “Party”), and \_\_\_\_\_, located in \_\_\_\_\_ (hereinafter called “Dealer” or “Party”);

**WITNESSETH**

In consideration of the mutual covenants and agreements herein contained, Manufacturer and Dealer hereby agree as follows:

**General Provisions.** Dealer agrees to the NONEXCLUSIVE right to sell the automatic livestock feeders of Manufacturer under the Manufacturer’s product name in the following specifically stated territory: \_\_\_\_\_

Dealer shall not himself/itself manufacture any of the goods specified in this Agreement.

This Agreement shall be valid for one year from the date of its execution, and will automatically renew for successive one year terms unless no \$2000.00 purchase is made by Dealer from Manufacturer for a 2 months period.

Each Party may terminate this Agreement without cause upon providing at least thirty (30) days written notice to the other. Notice of termination of this Agreement shall be deemed to have been given on the date of mailing, or on the date of other means of transmitting, such notice.

Manufacturer may immediately terminate this Agreement upon breach by Dealer of any term or condition of this Agreement and including any of the following reasons: for nonpayment by Dealer of past due invoices from Manufacturer concerning the goods specified in this Agreement; for customer complaints received by Manufacturer concerning Dealer including unethical business practices of Dealer and/or his/its violation of consumer protection practices under applicable law concerning the goods specified in this Agreement; and/or, any other illegal activity of Dealer.

Manufacturer shall not by reason of any such aforesaid termination of this Agreement be liable to Dealer for damages on account of the loss of present or prospective profits on sales or anticipated sales, or expenditures, investments or commitments made in connection therewith.

Within ten (10) days of any such aforesaid termination of this Agreement, Dealer shall at its own expense transmit and deliver to Manufacturer all pamphlets, catalogs, booklets and other technical advertising and selling data and literature in its possession furnished by Manufacturer concerning the goods specified in this Agreement.

Dealer shall at all times during the term of this Agreement be engaged in and operate a lawfully licensed business in an activity separate and distinct from, but related to, the goods specified in this Agreement. Dealer shall maintain his/its own business space, office facilities and competent personnel. Dealer shall bear the entire cost and expense of conducting his/its activities hereunder.

Dealer shall advertise and promote the goods specified in this Agreement in a proper and reasonable manner consistent with the advertising practices of Manufacturer itself. Dealer agrees and shall within the aforesaid specifically stated territory use his/its best efforts to introduce, promote the sale of, and obtain orders for, subject to acceptance by Manufacturer, the goods specified in this Agreement.

Dealer shall make and submit at Dealer's own expense to Manufacturer reports in such manner and form as Manufacturer may from time to time require concerning the goods specified in this Agreement. Dealer shall at Dealer's own expense furnish to Manufacturer promptly upon Manufacturer's request therefor complete copies of all correspondence, executed contracts, invoices and any other documentation relating to his/its sales of Manufacturer's products which are the goods specified in this Agreement.

Dealer shall abide by the policies, rules and regulations which Manufacturer may from time to time adopt and communicate to him/it.

The failure of Manufacturer to enforce at any time or for any period of time the provisions of, or any one of them, this Agreement, or any of its other policies, rules and regulations, shall not be construed to be a waiver of such provisions or of the right of the Manufacturer thereafter to enforce each and every such provision.

Dealer shall not in any way whatsoever sign Manufacturer's name to any commercial paper, contract or other instrument and will not contract any debt or enter into any agreement, express or implied, binding Manufacturer to the payment of money and/or in any other regard. This Agreement shall not in any way make Dealer an "agent" of Manufacturer to transact business in Manufacturer's name or on behalf of Manufacturer in any form, nor does Manufacturer agree in any way to authorize Dealer to make any promises or representations on

behalf of Manufacturer.

Dealer understands and agrees that Manufacturer has other authorized Dealers who may sell and deliver the goods specified in this Agreement to customers within the aforesaid specifically stated territory. Dealer understands and agrees that Dealer shall receive no compensation from the Manufacturer on the goods specified in this Agreement which may be sold by any other Dealer or delivered by such other Dealer to purchasers of the same within the aforesaid specifically stated territory.

Dealer shall both assist his/its own customers with the installation of the goods specified in this Agreement and shall thereafter continue to service the same, all to the satisfaction of Dealer's customers. Dealer shall not pass-on to Manufacturer its obligation to make after-sale customer service to Dealer's own customers of the goods specified in this Agreement.

Dealer shall have a \$2000.00 minimum sales quota requirement every two (2) months during the term of this Agreement concerning the goods specified in this Agreement, but Dealer shall not be entitled to buy such goods at a discount until he/it has purchased and paid at Manufacturer's retail price for three (3) automatic livestock feeders produced by Manufacturer.

The goods specified in this Agreement must be shipped directly to the main business address of Dealer in order for Dealer to qualify for the full discounted purchase of such goods.

Manufacturer shall ship the goods specified in this Agreement to Dealer at the address specified on the purchase order of Dealer

Dealer's discounted price shall be a twenty five percent (25%) reduction from Manufacturer's retail price, exclusive of transportation charges which are F.O.B. at Manufacturer's factory and insurance charges and exclusive of all taxes.

Manufacturer expressly reserves the right to ship directly to the address of a customer of Dealer at a discounted price of eighteen percent (18%) reduction from Manufacturer's retail price, exclusive of transportation charges which are F.O.B. at Manufacturer's factory and insurance charges and exclusive of all taxes.

Dealer shall have sole discretion concerning Dealer's selling price to his/its own customers.

Manufacturer will maintain sufficient inventory of the goods specified in this Agreement which are to be shipped to Dealer so that there will be a maximum lead time of eight (8) weeks for such shipment to be made by Manufacturer.

Manufacturer shall be under no obligation to Dealer to manufacture, sell, or supply, or to continue to manufacture, sell, or supply any of the goods specified in this Agreement, and Manufacturer shall be under no obligation to Dealer to continue, discontinue or change any model or type of any of its goods.

Manufacturer shall provide Dealer with a reasonable supply of its marketing and sales brochures which Manufacturer may from time to time produce or have available for trade circulation.

Manufacturer may itself continue to sell to customers the goods specified in this Agreement in the aforesaid nonexclusive territory of Dealer during the term of this Agreement.

**Allocation of Risk.** The risk of loss for any damage to, or destruction of, the goods specified in this Agreement from and after the time of their selection by Dealer shall be upon Dealer from the time of their delivery by Manufacturer to the carrier. Manufacturer shall not be financially responsible for any expense or damage resulting from any delay in delivery. Delay of shipment shall not entitle the Dealer to cancel his/its order. Neither Party shall be liable to the

other for lost profits of business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages.

Manufacturer will replace any parts of the goods specified in this Agreement purchased by Dealer that within six (6) months from the date of sale of such goods to the customer of Dealer fail due to defective materials or workmanship, provided that the warranty card enclosed with these goods is completed and returned by Dealer to Manufacturer within ten (10) days of receipt of the said goods by the customer of Dealer. Manufacturer reserves the right to determine the cause of failure of the allegedly defective goods, and Dealer agrees to return at his/its own expense with shipping charges prepaid the defective parts to Manufacturer upon its request. Parts will be furnished upon an exchange basis, and the defective parts replaced shall become the property of the Manufacturer. The warranty service provided under this agreement is not intended to assure to Dealer the uninterrupted operation of the goods specified in this Agreement.

This warranty to repair applies only to new and unused machinery which after shipment by Manufacturer has not been altered, changed, or repaired in any manner whatsoever. The warranty provided by Manufacturer under this Agreement does not include the repair of or the replacement of damaged parts caused by ordinary wear or use for which the goods are designed. The transportation costs and insurance charges and any other expenses necessary for shipment of the exchanged parts shipped to Dealer shall be at Dealer's expense and shall be charged to him/it by Manufacturer.

Except as otherwise specified herein, Manufacturer's liability with respect to the goods specified in this Agreement shall in no event exceed the amount actually paid by Dealer to Manufacturer less taxes and charges for shipping and insurance.

Dealer shall indemnify, defend and hold Manufacturer harmless from, and against, any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, resulting from any act or omission of Dealer or his/its employees acting under this Agreement that causes or results in property damage, personal injury or death.

Manufacturer is supplying the goods specified in this Agreement with the understanding that you, as Dealer, have the appropriate licenses, training, experience and insurance required by all applicable law to perform installation and service of these goods safely and legally. Manufacturer accepts no responsibility whatsoever in the event any property damage or injury occurs to users or installers of the goods specified in this Agreement.

All orders of the goods specified in this Agreement shall be subject to acceptance or rejection in writing by Manufacturer at its principal office located in Bedford County, State of Tennessee, United States of America, and no order for such goods obtained by Dealer shall be binding upon Manufacturer unless and until so accepted.

Manufacturer reserves the right to refuse any business originating within or outside the aforesaid specifically stated territory of the Dealer, either for lack of credit of the customer or for any other reason which in Manufacturer's sole judgment shall be satisfactory to it.

**Media of Payment.** Unless Manufacturer has in its sole discretion extended credit to Dealer for the goods specified in this Agreement, the payment terms for such goods shall be by prepayment by any of the following means: cash, certified check, wire transfer or credit card. If payment is not made for the goods specified in this Agreement as provided herein, this contract

is automatically terminated and any such goods which may have been received by Dealer are to be returned to Manufacturer within \_\_\_\_ days and Dealer shall be liable to Manufacturer for any expenses and depreciation associated with such goods resulting from such termination of the contract and return of the goods. Payment for the goods specified in this Agreement shall be calculated and made in lawful money of the United States of America. The prices and sales conditions and all other conditions and all other stipulations and agreements concerning the sale of goods specified in this Agreement bind Manufacturer only after receipt at Manufacturer's principal office of all such duly signed and executed written stipulations and agreements, and acceptance and execution of this Agreement by Manufacturer, and receipt of the required deposit from Dealer. Price is F.O.B. at Manufacturer's factory, exclusive of transportation charges and insurance charges and exclusive of all taxes.

**Trademarks.** The goods specified in this Agreement may bear certain trade names, trademarks, trade devices, logos, codes and/or other symbols (the "Trademarks"). Manufacturer grants to Dealer the non-exclusive, royalty-free right to use the Trademarks for the purpose of carrying out the activities described in this Agreement, provided that Dealer shall not be entitled to conduct business himself/itself under any of the Trademarks or derivatives or variations thereof except as may be expressly authorized in this Agreement. All use of the Trademarks or derivatives or variations thereof will inure to the benefit of Manufacturer, and will not vest in Dealer any rights in or to the Trademarks. If the Dealer has and/or uses a website to sell the goods specified in this Agreement and/or products of Manufacturer delivered hereunder, the Dealer shall include in his/its website a link to the website of the Manufacturer (i.e., biotic.com).

**Notices.** Any notice which either Party must and/or may desire to give to the other Party



shall be in writing and may be given by any of the following methods: (i) by personal delivery to an officer of the Party to whom the notice is directed; or (ii) by mailing the same by either registered or certified mail, return receipt required, to the Party to whom the notice is directed, at the address of such Party as is set forth in this Agreement, or at such other address as the said Party may in writing by any method hereinafter designate to Manufacturer and which has been confirmed by Manufacturer.

**Force Majeure.** Neither Party shall be liable for his/its failure to perform hereunder due to any contingency beyond his/its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to, priorities, requisitions, allocations, and price adjustment restrictions), inability to obtain material, equipment, or transportation, and any other similar or different contingency. The Party whose performance is prevented by any such contingency shall have the right to omit during the period of such contingency all or any portion of the quantity of goods specified in this Agreement deliverable during such period, whereupon the total quantity of such goods deliverable under this Agreement shall be reduced by the quantity so omitted. If due to any such occurrence, Manufacturer is unable to supply the total demands for the goods specified in this Agreement and/or products, Manufacturer shall have the right to allocate its available supply of such goods among its own customers and its Dealers and Distributors in a fair and equitable manner but in its sole judgment, and its decisions in this regard shall be final. In no event shall Manufacturer be obligated to purchase material and/or products from others so as to enable it to deliver material and/or products to the Dealer hereunder.

**Miscellaneous.** The validity, interpretation and performance of this Agreement with

respect to the goods specified in this Agreement and/or products delivered hereunder shall be governed by the law of the State of Tennessee which jurisdiction shall also be the forum for any litigation concerning this Agreement. This Agreement contains all of the representations and agreements between the Parties hereto. Manufacturer warrants all goods specified in this Agreement and/or products delivered hereunder meets Manufacturer's standard specifications for such goods and/or products or such other specifications as have been expressly made a part of this Agreement, and that such goods and/or products is/are adequately contained, packaged and labeled and conform(s) to the promises and affirmations of fact made on the container and label. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAN AS EXPRESSLY SET FORTH ABOVE AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the Parties hereto, but any such attempted assignment of this Agreement by either Party without the prior written consent of the other Party shall be void. No modification of this Agreement or waiver of the terms and conditions hereof shall be binding upon Manufacturer unless approved in writing by its authorized representative, or shall be effected by the acknowledgment or acceptance of purchase order forms containing other or different terms or conditions whether or not signed by an authorized representative of Manufacturer.

**Effect of Unconscionable Clause and Circumstances of Negotiation.** If any provision of this Agreement is held unconscionable by a Court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect. In the negotiation

of this Agreement, all Parties have had the opportunity to consult and be represented by legal counsel of their own choosing.

**No Reliance on Representations.** It is hereby declared and agreed by Dealer that he has entered this contract, relying on his own knowledge of the subject matter hereof, and not upon any representations made by Manufacturer, or by any other person, with respect to character or quality hereof except as is stated in writing herein.

**Integration of Contract.** This contract constitutes the entire agreement between the Parties upon the subject matter hereof during the specified period and no other alleged agreement of any kind, verbal understanding, promise, usage of trade or course of performance between the Parties shall be admissible for any purpose. No modification, waiver or discharge of this Agreement or of any of its terms shall bind Manufacturer unless the same is approved by it in writing and signed by Manufacturer's authorized representative at its principal office.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
(Dealer)

By: \_\_\_\_\_  
Owner/Dealer's President,

**Attest:**

By: \_\_\_\_\_  
Dealer's Secretary,

**BIOTIC INDUSTRIES, INC., a Tennessee for profit corporation**  
(Manufacturer)

By: \_\_\_\_\_  
Francois Legrain, President

**Attest:**

By: \_\_\_\_\_  
Secretary,