

RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is made and entered into as of [date], by and between Apogee Instruments, a Utah, United States corporation ("Company"), and [your company name], a [State/Country] corporation ("Distributor").

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Distributor will resell the Company's products ("Products") to end-users within the territory of [region] ("Territory").

2. Review of Agreement

This Agreement will be reviewed annually to ensure that all terms remain relevant and effective. Any amendments or changes must be documented in writing and signed by both parties.

3. Fees on Orders

For any single order exceeding the value of \$5,000, a fee of 3% of the order total will be applied to that order when paying by credit card. This fee is payable upon invoicing.

4. Order Cancellations

When a purchase order is submitted, it is considered a binding contract, as the Company allocates resources to process and assemble the order. Accordingly, the Distributor agrees to pay a 10% restocking fee for any order cancellations. Custom-made products are non-refundable, as they are produced specifically to the Reseller's specifications for the order and cannot be restocked.

5. Digital Sales Channel Restrictions

For digital sales, The Distributor is solely permitted to sell Products through websites that they own and control. The Distributor shall not sell, list, or otherwise make available any Products on third-party marketplaces, including but not limited to Amazon, Walmart, or eBay.

6. Exclusivity

This Agreement may be supplemented by an addendum regarding exclusivity, which shall be executed by both parties if exclusivity is granted.

7. Truthful Representation

The Distributor agrees that all statements and commitments made regarding the Company's Products shall be truthful and accurate. Misrepresentation or misleading statements regarding the Products are strictly prohibited and may result in immediate termination of this Agreement.

8. Support Obligations

The Distributor agrees to provide necessary support to end-users, including but not limited to customer service, product inquiries, and after-sales support.

9. Minimum Advertised Price (MAP)

Certain Products as identified by the Company must not be advertised at a price lower than the minimum advertised price (MAP) established by the Company. The MAP policy will be provided separately and is considered part of this Agreement.

10. Eligibility for Discounts

Discount eligibility for products is based on whichever is higher: the total spending on orders placed in the previous fiscal year or the current fiscal year. Products in the company catalog will be classified as either Category A or Category B, which will also be used to determine the applicable discount rates.

11. Pricing Transitional Period

Effective on January 1 of each calendar year, product prices will be updated in accordance with that year's price list. Upon request, Apogee will honor the previous year's pricing for orders placed and officially submitted before the end of the day on January 31.

12. Communication

The Distributor shall routinely attend, view, and promote the Company's training sessions and webinars as applicable to ensure up-to-date knowledge of the Company's products and offerings. The Distributor agrees to maintain a reasonable level of communication with the Company, such as participating in periodic calls and responding to emails promptly.

13. Product Management

Inventory: The Distributor shall maintain a reasonable level of inventory of high-demand products to ensure availability for customers and support sales efforts.

Demonstration Units: The Distributor shall routinely replace and refresh their demonstration units by participating in Apogee's annual 50% off list price demonstration unit program, ensuring that product demonstrations are effective and up to date.

14. Term and Renewal

This Agreement shall commence on the signature date and shall automatically renew on August 31st of each year. The Company will provide notice when changes are made to the Agreement. Unless the Distributor terminates the Agreement in accordance with its terms, the most current version of the Agreement shall be the governing standard to be followed. If applicable, the parties must renew the Addendum by mutual written agreement up to 30 days before August 31st for the Addendum to remain in effect. Either party may choose not to renew the Addendum, regardless of whether the Agreement is being renewed.

15. Termination

Either party may terminate this Agreement with 30 days' written notice if the other party fails to comply with the terms outlined herein.

If the Distributor does not complete a payment on time, the Company will provide a warning. If the Distributor continues to miss agreed upon payment deadlines after receiving this warning, the Company may choose to terminate the Addendum with 7 days' written notice.

16. Legal Terms

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, and understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Reseller Agreement to be executed as of the date first above written.