



OXX RETAIL DEALER AGREEMENT

OXX Inc ("OXX") hereby enters into this Agreement with _____ ("Retail Dealer") granting Retail Dealer the authorization to sell the **COFFEEBOXX and Accessories** (the "Products"). OXX reserves the right to offer specific product lines to different channels of distribution and not offer a complete product offering to all customers as it deems appropriate.

In exchange for this authorization and other valuable consideration including the mutual exchanges of promises herein, Retail Dealer agrees to be bound by and only sell Products consistent with OXX's General Seller Policies (the "Policies") as updated from time to time including OXX's Minimum Advertised Pricing (MAP) policy, and the following Terms and Conditions.

A. GENERAL TERMS AND CONDITIONS.

1. **Definitions.** As used in this Seller Agreement (this "Agreement"), the terms, "we," "our" and "OXX" refer to OXX Corporation and the terms "Seller," "you" and "your" refer to the person or entity signing the application on the reverse side. You agree to the terms of this Agreement and the OXX General Seller Policies (the "Policies"), including OXX's Minimum Advertised Pricing (MAP) policy, upon submission of your Application.
2. **POS Material.** Upon Retail Dealer's first order, Retail Dealer will receive Product brochures and POS materials, when available, within reasonable quantities, for a fee. Retail Dealer is not required to make additional purchases of any kind at any time, however Retail Dealers not selling a minimum of 36 units annually are subject to termination at the sole discretion of OXX.
3. **Orders.** OXX reserves the right not to sell to any customer, including any Retail Dealer or to reject any order.
4. **Payment.** Payment is due at the time product is ordered unless credit terms have been extended in writing.
5. **Product Returns.** Products that are returned by Retail Dealers will be subject to a 30% restocking fee and Retail Dealers will also be responsible for the shipment back to OXX. Items returned by a Retail Dealer's customer to OXX are not the responsibility of OXX and will not be accepted. No returns will be accepted after 90 days.
6. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Termination will be effective upon receipt of such notice. Retail Dealer shall remove all OXX graphics or website links within 24 hours of receipt of notice of termination.
7. **Modification.** OXX reserves the right to modify any terms and conditions contained in this Agreement and/or OXX's General Seller Policies at any time. In the event of a change to OXX's General Seller Policies, a change notice will be sent to you. If any modification is unacceptable to you, your only recourse and

sole remedy is to terminate this Agreement. Your continued participation as a Retail Dealer following your receipt of a change notice will constitute your binding acceptance of the change.

B. OBLIGATIONS REGARDING RETAIL DEALER'S SALE OF OXX PRODUCTS.

8. **Prohibition on Sales to Resellers.** Retail Dealer is only authorized to, and agrees to, engage in retail sales by selling Products only to end users. Retail dealer is expressly prohibited from selling to other retailers, wholesalers, distributors, exporters or anyone who has the intention of reselling the product. Further, Retail Dealer agrees to take all reasonable and necessary steps to determine that Products are not being resold by its customers to other resellers.
9. **Prohibition on Intentionally Detrimental Conduct or Advertising.** Retail Dealer agrees that it will not take any action that would reasonably be expected to damage the reputation and goodwill of OXX. Retail Dealer acknowledges and agrees such conduct includes but is not limited to: a) marketing and selling OXX component parts for use with products manufactured by other blending equipment manufacturers; b) engaging in the sales of product infringing on patents held by OXX and c) using pictures of OXX product to sell product manufactured by other blender manufacturers.
10. **Prohibition on Promoting Consumer Misuse.** The use by consumers of OXX component parts with products made by other manufacturers constitutes a product misuse that negates all Product warranties offered by OXX to the consumer. Accordingly, the promotion or recommendation of any OXX component part with component parts made by other manufacturers is strictly prohibited and a violation of this Agreement.
11. **Prohibition on Export.** Under no circumstances may Products be exported except to Canada or sold to persons or entities with the knowledge that the recipient intends to transport the Products outside of the United States or Canada. Retail Dealer agrees to take all reasonable and necessary steps to determine that Products are not being purchased with the intent of exporting the Products.
12. **Prohibition on Promotion and/or Sale for Commercial Use.** The Products are for individual sale and personal use only. Under no circumstance may the Products be marketed by the Retail Dealer for commercial use or knowingly sold for commercial use.

C. INTERNET CONDUCT.

1. **Obligations Regarding Retail Dealer's Website.** Retail Dealer's website will not, in any way, copy or resemble the look and feel of OXX's website nor will it create the impression that it is OXX's website or a part of OXX's website. You also agree that your website will not contain any content of OXX's website or any materials which are proprietary to OXX. Retail Dealer further agrees that any website created by Retail Dealer shall not contain the words OXX or any of OXX's trade names or trademarks in the website's top-level, second level, or sub-level domain names.
2. Retail Dealer's may only sell OXX products only on domains they wholly own. Selling on websites (i.e. Amazon.com) not owned by the Retail Dealer is strictly prohibited.
3. **Retail Dealer's Website Responsibility.**
 - a. Retail Dealer is solely responsible for the development, operation, and maintenance of your website and for all materials that appear on your website. Such responsibilities include, but are not limited to, the technical operation of your website and all related equipment; the accuracy and propriety of materials posted on your website (including but not limited to, all OXX product-related materials); ensuring that materials posted on your website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal.

- b. Retail Dealers with websites that include OXX products must include a physical address and telephone number as a method of contact on their website.
 - c. Retail Dealer shall not alter, modify, or expand any links OXX provides to its website in any way without OXX's express prior written consent. Unnecessary or repetitive use of the OXX or OXX registered names on Seller's website and misuse of any graphics or links relating to Retail Dealer's status as an Authorized Dealer for OXX is prohibited.
 - d. OXX has the right to monitor Retail Dealer's website to determine Retail Dealer compliance with this Agreement. Retail Dealer Agrees to take immediate steps to remove any content violating this Agreement, improperly using OXX's tradename or trademark or that in OXX's sole discretion is deemed to the OXX brand or OXX's reputation.
4. Prohibition on the Use of Auction Sites. The sale of new OXX products on eBay® or other Internet auction sites or auction stores is strictly prohibited. OXX does not warrant products purchased at these auction sites or auction stores.

D. COMPLIANCE WITH OXX'S MINIMUM ADVERTIZED PRICE POLICY.

Retail Dealer has read that OXX has a minimum advertised price policy as contained in OXX's General Seller Policies, which is part of this Agreement. Retail Dealer agrees to advertise OXX products consistent with that policy. Any references to discounts, rebates, coupons, and similar circumstances, or search engine arrangements that compromise our minimum advertising pricing policy are strictly prohibited.

E. INDEMNIFICATION.

Retail Dealer agrees to indemnify and hold harmless OXX and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners (the "Indemnities"), against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees, any or all of the foregoing hereinafter referred to as "losses") insofar as such losses, or actions in respect thereof, arise out of or in connection with your business. Without limiting the generality of the foregoing, you shall indemnify the Indemnities for any and all losses which arise out of or in connection with any of the following:

- 1. Any claim that our use of the Retail Dealer Marks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- 2. Any failure or breach of any representation, warranty, covenant, or agreement made by you herein;
- 3. Any misuse of our Marks; or
- 4. Any claim related to the development, operation, maintenance or content of your website.

F. LIMITATION OF LIABILITY.

OXX WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THE RETAIL DEALER AGREEMENT, THESE POLICIES OR THE APPLICABLE RETAIL DEALER PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OXX'S MAXIMUM LIABILITY TO RETAIL DEALER FOR A CLAIM SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH THE CLAIM IS MADE.

G. DISPUTE RESOLUTION

- 1. **Injunctive Relief.** Retail Dealer acknowledges that the misuse by Retail Dealer of the rights to use OXX's tradename, trademarks and product information could result in irreparable harm, and that remedies at law for such breach of this Agreement would be inadequate. Accordingly, OXX is entitled to specific performance and/or injunctive relief without any requirement to post a bond as a condition to such

remedy and/or without alleging or proving the amount or inadequacy of monetary damages as a remedy or the exhaustion of other available remedies. Any such remedy will be in addition to, and not exclusive of, all other remedies available at law or in equity.

2. **Arbitration.** The parties agree that all controversies arising under this Agreement shall be determined by arbitration before the American Arbitration Association in Grand Rapids, Michigan. The parties agree that the costs of arbitration will be borne equally by the parties, but with each party bearing its costs of representation. The parties acknowledge that arbitration is final, binding and enforceable in any court of competent jurisdiction and that they waive the right to seek remedies in court, including the right to trial by jury.

Complete Legal Name of Retail Dealer _____

Submitted By (please print name of individual) _____

Relationship to Retail Dealer _____

Signature _____ Date _____