



NEMO North American Dealer Agreement

Version 07.30.2013v1

1. Upon acceptance by NEMO Equipment, Inc. (NEMO) of a Dealer order for Products, terms of purchase will be as set forth in this Agreement. No change to these Dealer Terms and Conditions may be made without the prior written consent of an authorized representative of NEMO.
2. Prior to shipment of Product to Dealer, Dealer must provide NEMO with a completed and signed Dealer Agreement and copy of their resale certificate.
3. All amounts due for goods and services purchased from NEMO are payable to: NEMO Equipment, Inc., 383 Central Avenue, Suite 400, Dover, NH 03820.
4. All prices and terms are subject to change without prior notification. Prices and terms for Products shall be those in effect on the date NEMO accepts the Dealer order. Possession of a price list does not automatically entitle the holder to the products or prices therein.
5. Standard payment terms are 2% 10, net 30 days, with approved credit. Dealers requesting credit terms must submit a completed and signed credit application.
6. All invoices from NEMO to Dealer are payable in full within payment terms in US Dollars, as stated on the invoice, unless otherwise agreed to by NEMO in writing. All non-standard discounts and dating are forfeited by late payment, on a "per order" basis, with terms reverting to Standard terms. Payments must be dated and postmarked by the due date to be considered paid within terms. Discounts apply to merchandise only. Invoices paid with a credit card are subject to a 3% surcharge.
7. Any amount overdue to NEMO is subject to a late fee of 1.5% per month. In the event Dealer's account becomes delinquent and is turned over for collection, the Dealer shall pay all costs of collection, including reasonable attorney fees.
8. NEMO will not accept orders from delinquent accounts. Overdue invoices must be paid in full before NEMO will accept new orders for product. NEMO reserves the right to suspend shipments to delinquent accounts and return inventory reserved by NEMO for a Dealer to NEMO's available inventory if they become a delinquent account.
9. All shipments are FCA, NEMO warehouse location. All orders will ship via standard ground service via NEMO's preferred carrier to Dealer's physical location or distribution center in the USA, with all shipping costs prepaid and added to the invoice, unless otherwise instructed by the Dealer.
10. Drop ship orders will incur a \$15 drop ship fee.
11. NEMO will not be responsible for any shipping or billing discrepancy reported more than 14 calendar days after receipt of Product by the Dealer.
12. Any changes to a Dealer's orders must be made in writing (fax, mail, or email) and received by NEMO no less than 14 calendar days prior to the order ship date. Any adjustments made are subject to availability and/or associated preseason terms and conditions. Inventory will not be committed to orders on hold past original ship date and will be released back to general inventory.
13. Occasionally, due to high demand for NEMO Products, items may be backordered. NEMO will make every effort to notify Dealer of backordered items when order is received and to ship backordered items within 5 business days of inventory becoming available. NEMO does not cancel backorders unless directed to do so by the Dealer.
14. Dealer orders will only be accepted by NEMO and NEMO sales representatives with clearly defined Product quantities, pricing, and requested ship date. NEMO cannot reserve inventory for a Dealer without an acceptable purchase order.
15. NEMO Products purchased in the United States or Canada are intended for distribution in the United States or Canada, respectively, and may not be distributed, sold, or promoted outside of the United States or Canada.
16. For non-warranty returns for credit, Dealer shall contact NEMO at journey@nemoequipment.com to obtain a Returns Authorization number and return shipping instructions. All non-warranty items returned for credit require sales manager approval and are subject to a 15% restocking fee. All products must be in brand new condition, unmarked/unused, and in original packaging with all associated labels and hang tags. All labels and stickers associated with Dealer pricing must be completely removed from hang tags and product. Dealer is responsible for the cost of shipping items back to NEMO and accepts liability for any uninsured product lost or damaged during shipment. No returns will be accepted without a Returns Authorization number.
17. NEMO Products carry a lifetime warranty against defects in workmanship and materials for the original owner, with proof of purchase. The warranty does not cover normal wear and tear, unauthorized modifications or alterations, improper use or maintenance, misuse or neglect, or damages resulting from use of the Product for purposes for which it was not intended. Warranted Products will be



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repaired or replaced at NEMO's sole discretion. Dealer shall contact NEMO at journey@nemoequipment.com to obtain a Returns Authorization number and return shipping instructions. Dealer is responsible for the cost of shipping items back to NEMO for repair or warranty and accepts liability for any uninsured product lost during shipment. No returns will be accepted without a Returns Authorization number. For complete warranty information, go to:

<http://www.nemoequipment.com/tent-manufacturer-warranty>

18. Responsibilities of Dealer:

- a. Make every effort to maintain a reasonable level of inventory in keeping with the sales potential.
- b. Promote the sale of NEMO products and promote the NEMO brand.
- c. Extend to Dealer's customers NEMO's applicable standard printed Product warranty which is in effect at the time of retail sale. Dealer understands that no other warranty is expressed or implied.
- d. Properly staff and train sales personnel with respect to NEMO products.
- e. Hold the highest practical standard for the set up and display of NEMO products, ensuring products are clean, in new condition, properly inflated and tensioned if applicable, and set up according to NEMO's standard setup instructions.
- f. Shall not make any representation as to NEMO products except for the representations and warranties that are included on the NEMO website or in NEMO promotional materials.
- g. Shall carry out its obligations under this Agreement in accordance with good faith and fair dealing.

19. Dealer is hereby licensed to use NEMO's name and trademarks in the normal course of distributing NEMO's Products and performing related services under this Agreement. Dealer agrees not to use NEMO's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and NEMO. Dealer may represent itself as an "authorized dealer" of NEMO, and, with prior approval of NEMO, may use NEMO's name and Product related trademarks on signs or other advertising or promotional material. Dealer's license to use NEMO's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by NEMO from time to time. Dealer is not an agent of NEMO nor is Dealer authorized to incur any obligations or make any representations on behalf of NEMO. NEMO reserves the right to review any and all advertising and promotional materials prepared by the dealer.

20. The Term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other written notice of non-renewal not less than 60 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

21. Notwithstanding any other provision of this Agreement, NEMO may, in its sole discretion, terminate this Agreement for cause effective immediately upon delivery of notice of termination to Dealer if: (a) in NEMO's opinion, Dealer fails to act in accordance with good faith or fair dealing; (b) in the event of change of control or ownership of Dealer; or (c) in the event the Dealer enters bankruptcy, receivership, liquidation, or assignment for the benefit of creditors.

22. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of NEMO and shall cease use of all NEMO names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a dealer of NEMO shall be removed or obliterated. At NEMO's sole discretion, NEMO may elect to repurchase from Dealer any unsold NEMO Products remaining in Dealer's inventory at a price negotiated by the Parties, but not to exceed the original sale price from NEMO to Dealer, provided that the Products are in brand new condition in the original packaging including all associated labels and hang tags.

23. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns. Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of NEMO. If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby. No waiver by NEMO of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder. All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties.

Signature of Dealer's Authorized Representative

Title

Date