



AUTHORIZED RESELLER AGREEMENT

To: _____ From: **Bates Fishing Company, Inc.** Date: _____

The following terms will govern the authorized reseller agreement between **Bates Fishing Company, Inc.** and _____.

TERMS & CONDITIONS

1 **Sale of Bates Fishing Company, Inc. Products to Authorized Reseller**

1.1 Product Sales. Bates Fishing Company, Inc. shall sell to Authorized Reseller such equipment and accessories as may be agreed by both parties from time-to-time in pursuant of proposal made by Bates Fishing Company, Inc. or purchase orders placed by Authorized Reseller and accepted from time-to-time by Bates Fishing Company, Inc. in accordance with the terms of this agreement.

1.2 Price. Bates Fishing Company, Inc. proposal constitutes an offer to sell products upon the terms of this agreement. Unless otherwise stated on the proposal, the prices included in any proposal: (i) shall be valid for a period of thirty (30) days from its date; (ii) are in U.S. Dollars payable by check, credit card, electronic transfer or wire transfer; and (iii) do not include (a) shipping or transportation charges unless specifically identified as a separate line item, or (b) sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable charges will be included in Bates Fishing Company, Inc. invoice as separate items, which Authorized Reseller agrees to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to Bates Fishing Company, Inc.

1.3 Shipping. On all product orders of 20 reel units or more, free shipping will be issued to any Bates Fishing Company, Inc. Authorized Reseller. For any product orders less than 20 reel units, Authorized Resellers will be charged a flat fee of \$20. This fee will be an added charge on the corresponding invoice, and, as part of the totaled order amount, is subject to the same Net 30 terms.

- 1.4 Payment. Authorized Reseller agrees to pay all fees listed in the invoice on Net 30 terms unless otherwise approved by Bates Fishing Company, Inc. Unless otherwise stated on the proposal, payment terms will be by credit card with a 3% processing fee attached, ACH, or check. Checks should be made payable to Bates Fishing Company and mailed to 918 W Walnut #761, Celina, TX 75009.
- 1.5 Delinquent Bills. Any invoice left unpaid will be considered delinquent beyond the Net 30 (or otherwise agreed upon) terms, and will at that time be subject to interest at the rate of 7% the total product order with an additional 7% each week until payment is made. If left unpaid upon a term of 45 days from the initial invoice date, the Authorized Reseller's eligibility to purchase Bates Fishing Company, Inc. products will be frozen until payment is made. At 60 days beyond the initial invoice date, Bates Fishing Company, Inc. reserves the right to terminate the terms of this agreement.
- 1.6 Bates Fishing Company, Inc. Branded Products. Unless co-branding has otherwise been provided in an agreement between the parties, the products shall be branded "Bates Fishing Company" or "Bates." In the event of co-branding, the form and placement of such branding on products shall be in accordance with the requirements of the agreement between the parties.
- 1.7 Trademark License. In the event the products are branded at the Authorized Reseller's direction in accordance with an agreement between the parties, the Authorized Reseller hereby grants to Bates Fishing Company, Inc. a limited, revocable, non-exclusive and non-transferable license to use Authorized Reseller's trademarks, brands and logos ("Authorized Reseller IP") for the sole purpose of manufacturing the products for sale to Authorized Reseller pursuant to this agreement. Any artwork required by Bates Fishing Company, Inc. to use the Authorized Reseller IP on or for the products shall be provided by Authorized Reseller at Authorized Reseller's sole expense.
- 2 **Authorized Reseller Resale**
- 2.1 Resale Location Network. Authorized Reseller shall sell and distribute products to end-users through its retail operations at existing resell locations only. Product distribution to 3rd party resellers or any unauthorized reseller will be grounds for immediate termination of this agreement.
- 2.2 Resale Price. The sales price that Authorized Reseller charges to its customers for products shall be determined by Authorized Reseller with some discretion, but Bates Fishing Company, Inc. may notify Authorized Reseller of the suggested retail price (MSRP) for products, and Bates Fishing Company, Inc. will provide Authorized Reseller with MAP pricing that Authorized Reseller must abide by.

- 2.3 MAP Policy. Bates Fishing Company, Inc. is committed to creating high margins for our authorized reseller and distribution network. Therefore, Bates Fishing Company, Inc. is also committed to maintaining those margins by enforcing universal minimum advertised pricing as a condition of this agreement between Bates Fishing Company, Inc. and Authorized Reseller.

Authorized Bates Fishing Company. resellers shall not advertise any Seaborn Outfitters, Inc. products below a margin of 10% less the suggested retail price (MSRP).

- 2.4 MAP in Advertising. The MAP policy applies to media and advertisement placements including but not limited to: print ads, social media ads, direct mail, broadcast emails or any other digital placement with third parties.

3 **Marketing Cooperation**

- 3.1 Authorized Reseller Marketing and Sales Materials. Bates Fishing Company, Inc. shall provide to Authorized Reseller appropriate marketing materials in digital format, and Authorized Reseller shall be responsible for printing and distributing any advertising collateral for the products at its own expense. Authorized Reseller is responsible for executing drafts of any desired co-branded marketing materials (i.e. Authorized Reseller brand and Bates Fishing Company, Inc. brand), and Bates Fishing Company, Inc. and Authorized Reseller will mutually approve all final co-branded material prior to public or commercial use. Bates Fishing Company, Inc. hereby grants Authorized Reseller a limited, revocable, nonexclusive and non-transferable license to use Bates Fishing Company, Inc. trademarks, brands and logos ("Bates Fishing Company, Inc. IP") for the sole use with Bates Fishing Company, Inc.-approved advertising collateral pursuant to this agreement. Authorized Reseller shall use commercially reasonable efforts to actively market and promote the products using its sales channels and distribution network.

4 **End User Warranty**

- 4.1 Warranty Claims. All warranty issues of any Bates Fishing Company, Inc. end user product will be directly resolved by Bates Fishing Company, Inc. independent of Authorized Reseller involvement. Users should email info@batesfishingco.com to submit warranty claims.
- 4.2 Fishing Rods. All Bates Fishing Company, Inc. fishing rods will be covered under a lifetime workmanship warranty. If user rods have manufacturing flaws, Bates Fishing Company, Inc. will replace it free of charge less shipping, which will be paid by user. Broken rods or broken guides do not follow under the workmanship warranty. User will be responsible for shipping to and from Bates Fishing Company, Inc. facility.

4.3 Spinning and Baitcasting Reels. All spinning & baitcasting reels will have a 3 year warranty from manufacture defects. User will be responsible for shipping to and from Bates Fishing Company, Inc. facility.

4.4 Return Policy. Any return not subject to the Bates Fishing Company, Inc. warranty will be at the discretion of Authorized Reseller policy applicable to their individual resell location. Bates Fishing Company, Inc. will not be responsible to repair or replace any Bates Fishing Company, Inc. products not covered under warranty or otherwise agreed upon in written form by Bates Fishing Company, Inc. and Authorized Reseller.

5 **Termination**

5.1 Either party may terminate this agreement effective immediately by notice in writing without liability to the other if the other is in material breach of this agreement and, if such breach is remediable, such breach has not been remedied within fifteen (15) days of written notice.

5.2 Notwithstanding the provisions of Section 5.1, either party may terminate this agreement effective immediately by notice in writing in the event the other becomes insolvent or bankrupt, is placed into administration, receivership or liquidation, enters into any voluntary arrangement with its creditors, or on the happening of any similar event.

5.3 In the event of expiration or termination of this agreement for any reason, unless otherwise directed by the other party, Authorized Reseller shall cease use of Bates Fishing Company, Inc. IP, Bates Fishing Company, Inc. shall cease use of the Authorized Reseller IP (other than for products in manufacture for accepted purchase order) and each party shall return or destroy all confidential information of the other party and certify such return or destruction if requested to do so by the other party.

5.4 In the event this agreement is terminated for any reason, Authorized Reseller shall be responsible for any and all purchase orders accepted by Bates Fishing Company, Inc. prior to the date of termination.

Signature of Owner/Officer of Dealer

Owner/ Officer Name (Print)

Date

Name of Dealership

Buddy Hughes (President) of Bates Fishing Company, Inc.

Date