



DISTRIBUTION AGREEMENT 2015

THIS DISTRIBUTION AGREEMENT for between **Kirk Hochrein, President, of K E Hochrein Company Inc** (The Doordefender Co) with its principal place of business at 147 Roxton rd, Oakville, Ontario Canada. L6H 6N3 tel: 416 726 1569 (hereinafter ‘Supplier’), and Distributor, their principal place of business at ***** (hereinafter “Distributor”), Contact numbers ...*****

RECITALS

WHEREAS, Supplier, The Doordefender Company, is in the business of developing, manufacturing, marketing, selling and supporting **“The Doordefender” and family of doordefender products including; The Original Doordefender, The Maxi Doordefender, The Garage Door Defender.**

WHEREAS, The Supplier, hereby appoints (person or company or corporation) to be the **Distributor** of the Doordefender and family of Doordefender products in the following country(s).....Distribution agreement becomes valid once Article # 2.1 is completed and distributor places its initial order.

WHEREAS, with the signing of this Distribution agreement the new distributor will receive a listing on the Doordefender global corporate website. Distributors will be granted the use of Doordefender and Family of Doordefender product photo’s, trademarks, logo’s and marketing material for their website. Distributors will be able to use the Doordefender logo for advertising and marketing materials to help promote their business and the Doordefender. Distributors are not permitted to the use the doordefender domain name www.doordefender..... for their country.

Article 1

DEFINITIONS

For purposes of this Agreement, the following terms shall have the respective meanings;

- 1.1 “Confidential Information.”** Any data or information, oral or written, treated as confidential that between either party regarding the doordefender shall remain confidential between each party and shall not released to the public unless agreed upon between both parties..
- 1.2 “Trademarks.” “The Doordefender”** The Doordefender trademark is the property of The Doordefender Co. and K E Hochrein Company Inc. It shall be in no way be altered or changed without the written approval of the Doordender Co.

Article 2

BUSINESS INFORMATION REQUIREMENT FOR NEW DISTRIBUTORS

- 2.1 Market Overview.** All new distributors shall provide to the best of their ability the Doordefender Company with the following information;
- a) **Size of Automotive Market** – detail size of Automotive / Parts & Accessories market in Distributor's country. How many Doordefender products were you selling per year currently.
 - b) **Business Plan** – present a 1-2year business plan and opportunities you have to sell Doordefender products.
 - c) **Sales & Marketing Plan** – sales opportunities in automotive market in your country. List types of marketing efforts over the next 2 years. Where and how are you selling Doordefenders now.
 - d) **Annual Sales Target** - Minimum annual sales of Doordefender products are required each year to maintain this Doordefender distributorship. These targets will be agreed upon by the Distributor and the Doordefender Company. If Distributor does not reach their agreed upon projected sales stated in item b) then this Distributor stands the risk of losing their Distributorship. Minimum sales to be a distributor is 1000 units a year.

Article 3

PROCEDURES

- 3.1 Orders.** All orders for products placed by this Distributor shall be in the form of email to the Doordefender Company. The distributor will receive confirmation in writing within 5 business days after such order.
- 3.2 Supplier Acceptance.** All orders for Products by this Distributor shall be subject to acceptance by Supplier and shall not be binding on Supplier until the confirmation is sent to distributor.
- 3.3 Supplier Cancellation.** Supplier reserves the right to cancel or suspend any orders placed by this Distributor or delay shipment if this Distributor fails to make any payment for their order..
- 3.4 Distributor Cancellation.** Once an order has been accepted by Supplier, it may not be canceled by Distributor unless (a) Supplier has not placed the order with the manufacturer or the order is not in production. The Distributor must provide written notice of such cancellation. If the order is already in production the distributor can be subject to; (a) loss of his 50% manufacturing deposit (b) restocking fee of 25% of the invoice cost.
- 3.5 Doordefender Global Website, Supplier Website.** The Supplier will have his own website but will adhere to all trademarks and logos of the doordefender in their website. All enquiries from the internet that are from this distributor's country that are sent to the Doordefender company will be will be re-directed to all distributors in that country on a equal basis.
- 3.6 Doordefender Special Orders.** Special product and or design including; packaging; graphics, silk screen printing, additional, logos, colors, product designs, bags, point of purchase units, etc will be approved and manufactured by the Doordefender Company. This distributor may print logos on a blank doordefender with approval of the doordefender co.

Article 4

PRICES AND PAYMENTS

- 4.1 Prices to Distributor.** Wholesale pricing to the distributor is in US dollars. Distributor pricing is based on volume and comes in 3 levels, Gold, Silver and Bronze. Whereas the Bronze pricing is based on an order of 500 units, Silver is based order of 501-1000 and Gold pricing is based on a level of 1001-5000 units. Minimum quantity order is 500 units with minimum quantity for any one product is 100 units. Pricing may change due to market conditions, currency changes, inflation, labor increases or raw material increases.
- 4.2 Taxes.** Prices to Distributor do not include taxes or custom fees of any nature. Distributor shall pay such taxes applicable in that country when invoiced by Supplier.
- 4.3 Payment for orders** Distributor shall pay for orders their orders as follows; 50% of the invoice to be paid up front. The remaining 50% of the invoice to be paid once the product is on the dock ready to be picked up. Payments will be done in the manner of wire transfers. Brokerage fees, customs charges and shipping costs to be an expense of the distributor. The supplier can arrange for shipping and include on invoice if the distributor so chooses.
- 4.4 Distributor Pricing.** Distributor is free to determine its own resale prices for the Products. Supplier may publish suggested list prices; these are suggestions only and not binding in any way.

Article 5

FULFILMENT

- 5.1 Shipment.** All Products are shipped by Supplier FOB from Guangzhou, China to the distributor's port. This cost will be included in the final invoice to the distributor. Shipping costs are not included in the distributor's wholesale pricing. The Distributor will pay all destination charges at their counties port including; clearance fees, brokerage fees, duties, taxes and transportation to their warehouse or client. The distributor can arrange and pay for his own shipping if they choose.
- 5.2 Risk of Loss.** All risk of loss or damage for any product shall pass to distributor upon delivery by Supplier to the freight carrier, Distributor, or Distributor's agent for delivery, whichever first occurs.
- 5.3 Delivery Schedule and Delays.** Supplier shall use reasonable efforts to meet Distributor's requested delivery schedules for the Products. Delivery time depends on the size of each order but generally is 90 days plus shipping time.
- 5.4 Orders, Stock and Manufacturing;** all orders are made specifically for each distributor. The Doordefender Company does not stock doordefender products.

Article 6

WARRANTY

- 6.1 Scope of Warranty.** Supplier warrants that the Products when delivered to Distributor will conform to their specifications and are free from defects in materials and workmanship.
- a.** Supplier's/Manufacturer warranty is 1 year on Doordefender and associated Products related to manufacturers defects. If at any time while within the warranty period specified above, the doordefender and associated products exhibit defects and such defects are the result faulty workmanship on the part of Supplier/Manufacturer then Supplier agrees to replace at Supplier's sole expense and ship to Distributor warehouse.
- 6.2 Notice Requirements.** Distributor shall provide Supplier a written report of all warranty claims when they occur.
- 6.3 Disclaimer.** THE WARRANTY STATED IN THIS ARTICLE 5 IS AN EXCLUSIVE WARRANTY PERTAINING TO THE DOORDEFENDER AND IS EXPRESSLY TO BE USED AS A VEHICLE DOOR PROTECTION DEVICE AND SHOULD ONLY BE USE WHEN THE VEHICLE IS STATIONARY OR PARKED. THE SUPPLIER AND THE DOORDEFENDER COMPANY IS NOT LIABLE FOR ANYONE WHO USES THE DOORDEFENDER WHILE THE VEHICLE IS IN MOTION AND CAUSE DAMAGE OR HARM OF ANY KIND TO ANY INDIVIDUAL OR VEHICLE. THE DOORDEFENDER COMPANY CANNOT BE HELD RESPONSIBLE IN ANY WAY.
- 6.4 Exclusion of Consequential Damages.** IN NO EVENT SHALL SUPPLIER BE LIABLE TO DISTRIBUTOR FOR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE FOR ANY REASON.

Article 7

PROPERTY RIGHTS

- 7.1 Trademarks, Manufacturing, Doordefender Company Product Rights.**
Supplier shall have and retain sole ownership of the Trademarks. The Doordefender Company will be the sole and only manufacturer of the doordefender and doordefender products for the distributors. Supplier grants to Distributors the right to use and display the Trademarks solely for the marketing, distribution, and support of the Products within the country in accordance with the terms and conditions of this Agreement. Distributor shall not and shall refrain from manufacturing, having someone else manufacture, copy, reverse engineer, disassemble or modify any doordefender product, or grant any other person or entity the right to do so. Any of the above will be a breach of the distribution agreement and cause for immediate cancellation and possible legal action.
- 7.2 Confidential Information.** During the course of performance of this Agreement, Supplier may disclose certain Confidential Information to the Distributor solely to permit Distributor to perform its obligations under this Agreement. Distributor shall use its best efforts to maintain the secrecy of all such Confidential Information.
- 7.3 Length of Contract.** This contract will automatically renew annually unless breach of this contract occurs, sales target not met or length of term of contract has been reached.
- 7.4 Termination.** Distributor or Supplier may terminate this Agreement at any time for any reason. Termination shall be by written notice given to the other party at least 30 days prior to such

termination unless breach of contract occurs in which case termination will be immediate.

Article 8 GENERAL PROVISIONS

- 8.1 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario, Canada as it applies to contracts negotiated, executed, delivered, and performed solely within the Country of Canada. Distributor must adhere to laws of its own Country of business
- 8.2 Force Majeure.** Supplier shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Supplier's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, Supplier may defer the delivery date for a period equal to the time of such delay.

Contract Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified below.

Distributor

Supplier

The Doordefender Company
147 Roxton Road
Oakville, Ontario
L6H 6N3
tel: 416 726 1569
www.doordefender.com
kirkh@doordefender.com

Signature: _____

Signature: _____

Print Name:

Print Name: Kirk Hochrein

Title: President

Title: President

Date:

Date:



SAMPLE