



DISTRIBUTION AGREEMENT 2018

DISTRIBUTION AGREEMENT between **Kirk Hochrein, President, of K E Hochrein Company Inc** (The Doordefender Co) with its principal place of business in Ontario Canada. (hereinafter ‘Supplier’), and the Distributor...(to be named) (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 car door protection and promotional products including; The Original Doordefender, The Maxi Doordefender, The Garage Doordefender.**

WHEREAS, The Supplier, hereby appoints.....to be **A Doordefender Distributor** of the family of Doordefender products for the country(to be named)

WHEREAS, **The Distributor** shall devote reasonable time and use its best efforts to sell, market and promote the Doordefender products and maximize the sales of the products in(country to be named). Distributor shall provide reasonable "after sale" support for the sold products.

Distributor shall send quarterly, a report regarding marketing and sales activity” for the products for the previous quarter. In this report a forecast of projected sales for the next quarter shall be included so the doordefender company can schedule manufacturing. Distributor shall neither advertise the Products outside (country to be named) nor solicit sales from purchasers located outside (country to be named) without the prior written consent of The Doordefender Company. Distributor's task is to solicit orders from all potential customers in (country to be named) including individuals, businesses, distributors, resellers, auto-dealers, auto manufacturers, retailers etc.

WHEREAS, **The Distributor** has the right to appointment other **“sub-distributors”** to sell Doordefender products for them. All sales and orders for sub-distributors will go through this distributor and then ordered through to the Doordefender Company to manufacturer.

WHEREAS, once entered in to this agreement new and or existing customers of this distributor will remain customers of this distributor. The Doordefender company will **NOT** contact or by pass this distributor and work directly with known customers of this distributor. All requests from customers looking to purchase Doordefender products directly will be refused and this distributor will be notified of the request

WHEREAS, Conflict of Interest. **The Distributor** warrants to Company that it does not currently represent or promote any lines or products that compete with the Doordefender Products. During the term of this Agreement, Distributor shall not represent, promote or otherwise try to sell within Australia any lines or products that, in Company's judgment, compete with the Doordefender Products covered by this Agreement.

WHEREAS, with the signing, **this Distribution** 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 the Doordefender. Distributors are not permitted to the use the doordefender domain name [www.doordefender](http://www.doordefender.com)..... 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 be 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 Doordefender Co.

Article 2

BUSINESS INFORMATION & REQUIREMENTS

FOR NEW DISTRIBUTORS

- 2.1 **Market Overview.** All new distributors will provide to the best of their ability the Doordefender Company with the following information;
 - a) **Business Plan** – In this plan describe sales opportunities and marketing strategies you have to sell Doordefender products. Where do you foresee selling doordefender products; on-line, retail, automotive store trade shows, etc..... ?
 - b) **Annual Sales Target** - Minimum 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 after one year. If Distributor does not reach their agreed upon projected sales then the Supplier and the Distributor will discuss steps to improve sales for Doordefender products in their country. The distributor could risk of losing their Distributorship if sales don't improve in the following 6 months.

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 Promotion and Special Orders.** Special promotional product and or design including; packaging; graphics, silk screen printing, additional, logos, colors, product designs, bags, point of purchase units, etc are available but must be approved and manufactured by the Doordefender Company.

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 501-1500 and Gold pricing is based on a level of 1501-5000 units. **Minimum quantity first order is expected to be approximately 500 units with a mix of doordefender products 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. (Minimum order quantity is subject to change)
- 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 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 can be included in the invoices to the distributor. Shipping costs are not included in the distributor's wholesale pricing. The Supplier can only ship to the countries port and the distributor must pick it up and clear it at the port. 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 from Guangzhou, China if they choose.
- 5.2 Risk of Loss.** All risk of loss or damage insurance will be included in any shipping costs for the distributor.

- 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 60-90 days plus shipping time. The Supplier will in all efforts keep the distributor informed of all possible issues that could affect the delivery timelines of their order. For large orders they can be shipped in multiple shipments.
- 5.4 Orders, Stock and Manufacturing;** all orders are made specifically for each distributor. The Doordefender Company does not stock Doordefender products. Doordefenders can be made in any color fabric and with any 4 color logo as long as it meets minimum quantity order levels.
- 5.5 Samples.** It is not the policy of the Company to provide or loan Product Samples to its Distributors. Samples will be purchased at the wholesale price. The Distributor must keep sufficient sample stock to fulfill samples request from potential clients and marketing efforts.

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.** Supplier or distributor may terminate this Agreement at any time for any reason. If breach of this contract occurs termination will be immediate. Termination could also occur if sales do not meet agreed upon minimums. Reasonable efforts could be made by the company to discuss non-performance and termination issues to attempt to avoid termination of distribution agreement for this distributor.

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
Ontario
Canada

tel: 416 726 1569
www.doordefender.com
kirkh@doordefender.com

Signature: _____

Signature: _____

Print Name:

Print Name: Kirk Hochrein

Title: President

Title: President

Date:

Date:

The Doordefender Company 2165 Havenbrook Rd, Oakville, ON, Canada

