



The Authorized dealer in this agreement agrees to abide by the following terms and conditions, set forth by Liquid Icon, Inc..

1. The interior and exterior appearances and decoration of store shall remain consistent and tasteful with the image of Liquid Icon, sunglass products.
2. No advertising of any sort will be done without the written consent of Liquid Icon signed by its marketing department. This includes radio, television, video, billboard, print or any type of name use.
3. Liquid Icon will not be sold through mail order, Internet, or trackside selling without written consent.
4. Liquid Icon does not allow it's dealers to sell product that would encroach on another dealers geographic distribution plan set forth by Liquid Icon. This is considered to be diversion and is a breach under this agreement.
5. Dealer agrees not to sell Liquid Icon products to any other entity other than its retail location given in the application. No products purchased by dealer shall be diverted to any other entity for resale or exhibition. Dealer agrees not to sell product to any individual who might reasonably believe he or she has intentions of reselling or otherwise exhibiting the products elsewhere.
6. Dealer agrees not to sell or display imitation Liquid Icon products or products that infringe upon trademarks or patents owned by Liquid Icon, Inc..
7. Dealer agrees to reimburse Liquid Icon, for any repurchase of Liquid Icon products from any other entity which or through which dealer has diverted Liquid Icon, products.
8. Within 90 days of signing this agreement by the Dealer, Liquid Icon shall have the right to inspect the Dealer's premises and review the Dealers selling practices. If Liquid Icon determines that the Dealer does not meet the standards set forth in this agreement above, then Liquid Icon shall have the right to cancel this agreement even if Liquid Icon has previously supplied or sold goods to the Dealer.

9. The display that bears the name Liquid is the property of Liquid Icon and shall only show case Liquid Icon products. The display case is loaned to the dealer at no cost other than a deposit that is refundable. If a deposit is not given on the display and the display becomes lost, stolen, or damaged, it is agreed that the Dealer will reimburse Liquid Icon for its cost of the display.

10. The display unit is loaned to the dealer under the agreement that display will stay full at all times and will be filled upon the sales person of Liquid Icon presence. Dealer may also phone in orders when necessary. Display units vary from 24 pieces to 36 with an estimated \$1600 in product at full capacity. Dealer agrees to only show case Liquid Icon products in the display cases provided by Liquid Icon.

11. Dealer agrees to return the Liquid Icon display unit upon request by Liquid Icon. In the event the display is not returned in its reasonable condition, dealer agrees to pay Liquid Icon for its cost in the unit. The cost will be the invoice cost from the maker.

12. The Dealer agrees to pay for any product returned to Liquid Icon at full dealer value, which is deemed not sellable due to handling or abuse. Dealer agrees to pay 15% restocking for unwanted merchandise that the dealer has had more than 30 days. This is a reasonable charge due to commissions paid to reps, labor and other expenses incurred to supply the product. Dealers can return merchandise that is deemed to be defective within 10 days of receipt. Product held longer will not be deemed defective unless is returned by the end use or consumer.

13. Scratched lenses are not covered under warranty. If you receive a product that is defective, you must contact customer service at 800-940-8182 and request a return authorization. If you have received a product with scratched lenses, you have only 10 days to return it to Liquid Icon, with a copy of the original invoice.

14. Dealer agrees that its failure to abide by the terms and conditions of this dealer agreement shall result in termination of this agreement and the dealer maybe liable for any damages. Dealer agrees that this agreement is construed under the laws of the State of California and that the prevailing party in any litigation to enforce this agreement shall be entitled to reasonable attorney's fees and cost.

The undersigned promises to abide by the terms required by Liquid Icon and reserve the right to charge interest at the highest legal rate on past due invoices due to Liquid Icon. In the event an account is take to collections, the undersigned agrees to pay all collection fee's and cost in collecting past due invoices. It is understood that credit privileges can be revoked at anytime without notice from Liquid Icon. No representative of Liquid Icon can cancel or cause a waiver to this agreement. No sales representative is authorized to change the agreement or waive any provisions. All changes to this agreement must be done by the president of Liquid Icon, Inc..

Dealer Name _____

Buyers Name _____ Date _____

Liquid Icon Representative _____