



DEALER APPLICATION

WWW.DASHDAQ.COM

Please review and complete the following information to become a Drew Tech Dealer. The back page contains the dealer Please fax this application to 734-222-5008 or return by mail.

Drew Technologies

3915 Research Park Dr, Suite A10
Ann Arbor, MI 48108
Phone: 877-888-2534 • Fax: 734-222-5008

SECTION 1 - APPLICANT INFORMATION

Company Name _____
DBA (If applicable) _____
Address _____
Suite / Unit Number _____
City _____ State _____ Zip _____
Country _____ Phone: _____ Fax _____

BILLING ADDRESS

Check if same

Address _____
Suite / Unit Number _____
City _____ State _____ Zip _____
Country _____ Phone: _____ Fax _____

SECTION 2 – BUSINESS INFORMATION

Type of Business: Proprietorship Partnership LLC Corporation

State incorporated in: _____ Annual Sales Revenue _____

Business Contact Name _____

Contact E-Mail Address: _____

Contact Cellular Phone: _____

Company Web Site: _____

List of Owners Name(s) / Corporate Officers and Titles:

Number of Years in Business: _____

Resale Tax Number and/or Business License Number _____

Business Services Offered (Check all that apply):

Retail Sales Mail Order/Online Site Distribution Installer

Would you like you company to be listed in our Dealer Locator Service?

Yes No

SECTION 7 – AUTHORIZED SIGNATURE

By signing and submitting this application, Applicant acknowledges and agrees to the following:

Applicant agrees to Terms and conditions on the back page. This application is submitted for review by Drew Technologies, Inc., its officers, employees and agents. Drew Technologies may in reviewing this application investigate and evaluate the credit worthiness, general reputation, character, background and business experience of the applicant and the applicant expressly requests and authorizes any individual, partnership, or corporation to provide Drew Technologies, its employees and agents with any and all information which may be requested of them in connection with the review of this application.

Signature of Authorized Personnel: _____

Printed Name: _____

Date: _____

SECTION 3 – DEALER TYPE

Please select the Drew Tech Dealer Type you wish to be setup as:

Dealer / Jobber Warehouse Distributor

SECTION 4 - OPENING ORDER

Drew Technologies requires all new applicants to purchase a minimal amount of products to become a dealer. Please enter your opening order quantity below for consideration and to receive your company's price structure.

Quantity _____

SECTION 5 – REFERENCES

Please t3o companies / manufacturers with whom you do business that would give you a business reference:

REFERENCE 1:

Company Name _____

Contact Name _____

Phone Number _____ Annual Purchase Amount _____

REFERENCE 2:

Company Name _____

Contact Name _____

Phone Number _____ Annual Purchase Amount _____

SECTION 6 – PAYMENT INFO

In order to process your dealer application we require your company credit card information. You will be notified of the amount of your order prior to any charges on this credit card.

Credit Card Number _____

Exp. Date: _____ CVN Number (3-4 Digits on Card back) _____

Name on Credit Card _____

Please Check if you would like us to retain this credit card information for future purchases.

DREW TECH ADMINISTRATION USE

- Application Processed
- References Verified
- Dealer Notified of Charge Amount
- Payment Charged to Credit Card
- Credit Card Authorization Number

Application Processed By _____

Terms and Conditions

1. Appointment.

Subject to the terms and conditions of this Agreement, and pending approval of the Application, Drew Tech appoints the Dealer and the Dealer agrees to perform as Drew Tech's Non-exclusive Authorized Dealer for the Products during the Term. (For certain definitions of capitalized terms, see Section 5 of this Agreement.) Except as expressly authorized in writing by Drew Tech, the Dealer agrees to submit orders for item(s) of the Products directly to Drew Tech or one or more of its Distributors during the Term, subject to the prices and terms and conditions of sale.

2. Responsibilities.

Except as otherwise approved in writing by Drew Tech in advance, the Dealer will do each of the following: (a) promote the sale and use of the Products; (b) market at or above Drew Tech's Minimum Advertised Prices (MAP) (c) promptly and effectively respond to questions and service requests from customers and prospective customers; (d) represent the Products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the Dealer and Drew Tech or either thereof; (e) use the Intellectual Property only as permitted by Drew Tech; (f) refrain from questioning or challenging the rights claimed by Drew Tech or its Affiliate(s) in the Intellectual Property or assisting in any way any other(s) in doing so; (g) comply with all laws and all of the Drew Tech Policies; and (h) promptly and in timely fashion comply with whatever request may be made by Drew Tech or any or all of the Distributors relating to any law or expectation thereof or the modification or recall of any or all of the Products.

3. Termination.

This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than forty-five (45) days after such receipt for termination on other grounds (which may be with or without cause); or (c) as provided in Section 4(e)(ii) of this Agreement. Upon termination of this Agreement, the Dealer shall immediately cease all use of anything which would give the impression that the Dealer is an authorized dealer or representative of or for the Products or has any affiliation whatsoever with Drew Tech or the Products (except only with respect to the Dealer's inventory of the Products at the time of termination).

4. Miscellaneous.

(a) This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Dealer without the express written consent of Drew Tech. Each delegation, transfer or assignment by the Dealer without such consent shall be void. The relationship between Drew Tech and the Dealer shall be that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between Drew Tech and the Dealer or shall constitute or be deemed to constitute the Dealer as agent of Drew Tech for any purpose whatsoever. The Dealer shall have no authority or power to bind Drew Tech or to contract in the name of and create a liability against Drew Tech in any way for any purpose.

(b) At any time and without prior notice: (i) Drew Tech may modify any or all of the Drew Tech Policies and (ii) any or all item(s) of the Products may change, in which case, the Dealer acknowledges and agrees that each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from the Dealer for such change item(s) and refuse to accept any new orders from the Dealer for such item(s). Except as otherwise expressly provided in this Agreement, each modification of the Drew Tech Policies shall be effective immediately, unless Drew Tech notifies the Dealer in writing of another effective date. Drew Tech's interpretation of each of the Drew Tech Policies will control.

(c) This Agreement shall be governed by and interpreted under the laws of the State of Michigan without regard to that state's conflicts of laws provisions. Any and all disputes arising out of or relating in any way to this Agreement between the Parties (or the Affiliate(s) of either) shall be litigated at the trial level as a bench trial only in federal or state court in Washtenaw County, Michigan. The Dealer, on behalf of itself and its Affiliate(s), hereby submits to personal and subject matter jurisdiction in such courts and agrees that neither the Dealer nor the Dealer's Affiliate(s) will contest venue.

(d) Time is of the essence of this Agreement. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Drew Tech shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. In no event shall Drew Tech be liable for consequential, incidental or special damages, loss or expense to any or all of the Dealer, purchaser(s) or user(s) for any reason(s) whatsoever. In the event of any conflict between the Drew Tech Policies and this Agreement, the Drew Tech Policies will control. Wherever required by the context hereof, each pronoun used herein shall be deemed to include both the singular and the plural and to encompass each gender.

(e) If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in this Agreement, Drew Tech, at any time, may elect by written notice to the Dealer (effective upon receipt thereof or as otherwise designated by Drew Tech therein) that: (i) such requirement be substituted for or added to such provision(s) or part(s) thereof to the minimum extent necessary to validate such provision(s) or part(s) thereof or (ii) this Agreement be terminated. If any provision(s) or part(s) thereof in this Agreement shall be held invalid, the remainder of this Agreement shall continue in full force and effect, and each such provision or part thereof shall be deemed not to be part of this Agreement.

(f) This Agreement and each of the Drew Tech Policies, as modified from time to time: (i) constitute the entire understanding of the Parties binding upon them; (ii) are intended to govern the relationship between the Parties; (iii) supersede all agreements, representations or statements between the Parties, either oral or written; and (iv) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the Parties.

(g) Except as otherwise provided in this Agreement or as the Parties otherwise may expressly agree in writing, no failure, refusal, neglect, delay, waiver, forbearance or omission by DREW to exercise any right(s) under this Agreement or to insist upon full compliance by the Dealer with the Dealer's duties, obligations or restrictions hereunder shall constitute a novation or waiver of any provision(s) of this Agreement or otherwise thereafter limit Drew Tech's right to fully enforce any or all of the provision(s) and part(s) thereof of this Agreement.

(h) The following shall survive the termination of this Agreement: (i) Sections 1 and 2(c) through 5 of this Agreement; (ii) each of the definitions contained in this Agreement; and (iii) each of the Drew Tech Policies which by its own terms expressly states that it survives the termination of this Agreement or which Drew Tech otherwise designates as so surviving.

(i) Each notice described in this Agreement to either Party must be in writing and shall be sent to the intended recipient (with all fees paid) by certified mail, express courier service, facsimile or e-mail to such recipient's address referred to on the first (1st) page of this Agreement and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

5. Certain Definitions.

For purpose of this Agreement: (a) "Nonexclusive Authorized Dealer" means that (i) the Dealer may hold itself out as a dealer authorized by Drew Tech for the Products during the Term and (ii) Drew Tech may offer and sell anywhere and everywhere any or all of the Products and anything else directly or indirectly to one or more individuals and entities other than the Dealer; (b) the "Products" means those products made available to the Dealer by any or all warehouse distributors specifically authorized by Drew Tech to sell to the Dealer (individually, a "Distributor" and collectively, the "Distributors"); (c) the "Term" means the period from the Effective Date until this Agreement is terminated pursuant to Section 3 hereof; (d) the "Intellectual Property" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which Drew Tech or its Affiliate(s) claim(s) rights; (e) "Affiliate(s)" means any or all of the individual(s), entity and entities controlling, controlled by or under common control with the Party identified; (f) the "Drew Tech Policies" means collectively the then-current version(s) of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) from time to time issued in writing or made available electronically by Drew Tech to the Dealer and not expressly excluded by Drew Tech from the Drew Tech Policies; and (g) a "Party" means Drew Tech or the Dealer and the "Parties" means Drew Tech and the Dealer.

Each Party, intending this Agreement to be effective as of the Effective Date, has caused this Agreement to be executed by its duly authorized representative.