


FlyteDeck
DEALER AGREEMENT

THIS AGREEMENT, to become effective the _____ day of _____ 2002 (hereafter called "Agreement") between FlyteDeck Inc and _____ with its place of business for the retail sale of FlyteDeck products covered by this Agreement located at: Address _____ City _____ State _____ Zip _____ (hereafter called "Dealer").

PURPOSE

This agreement is to establish a relationship between Dealer and FlyteDeck for the non-exclusive right to the retail sale of FlyteDeck's products including parts and accessories (hereafter called "Products") and to establish the responsibilities of the parties.

FlyteDeck reserves the right to sell its products through FlyteDeck's website and at consumer trade shows/expos which may occur in the trade area served by Dealer. FlyteDeck may appoint other FlyteDeck dealers in the trade area served by Dealer.

TERMS OF SALE

Upon acceptance by FlyteDeck of a Dealer order for Products, terms of purchase will be as set forth in FlyteDeck's most currently published "PRICING & TERMS ". Prices and terms for Products shall be those in effect on the date FlyteDeck accepts the Dealer order.

CREDIT

When credit is extended to a qualified Dealer, Dealer agrees that title to all Products with right of repossession for default shall remain with FlyteDeck until the purchase price is paid in full. Dealer agrees to provide upon request, appropriate financial records to FlyteDeck to confirm Dealer's ability to satisfy any obligation owed to FlyteDeck. If, in FlyteDeck's sole discretion, dealer's financial condition is such as to make uncertain its ability to meet its obligations to FlyteDeck, FlyteDeck may either suspend or terminate this Agreement or require "COD cash only" payments for all shipments at any time without any liability.

WARRANTY

FlyteDeck Products are sold subject only to the applicable FlyteDeck standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Dealer is not authorized to assume, on FlyteDeck's behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in such FlyteDeck standard warranty. Dealer shall indemnify and hold FlyteDeck harmless with respect to any Dealer representation beyond those in such FlyteDeck warranty. FLYTEDECK MAKES NO WARRANTY OF MERCHANTABILITY OF PRODUCT.

DELIVERY

FlyteDeck will use its best efforts to make deliveries with reasonable promptness. In the event that there is a delay in delivery, or an error in the filling of an order, FlyteDeck shall not be liable to dealer for any indirect or consequential damages incurred by such delay or error.

RESPONSIBILITY OF DEALER

In executing this Agreement, FlyteDeck and Dealer recognize that the success of FlyteDeck and also of its dealers, depends on how well FlyteDeck and each of its dealers satisfy the needs and desires of its customers and upon the quality, value and performance which FlyteDeck products offer to the consumer and also upon the manner in which each authorized FlyteDeck dealer provides sound and honest sales and service at the retail level to the customer. For the purposes of this Agreement the Dealer agrees at all times to use his best efforts to:

- (A) Establish and maintain a staff of sales personnel knowledgeable enough to provide the consumer with a full explanation of the features and characteristics of products who shall actively promote sales of the products in Dealer's retail store(s).
- (B) Display Products following FlyteDeck's standard display instructions.
- (C) Obtain written consent of FlyteDeck if Dealer intends to open any additional business location for the sale or service of Products or for the purpose of displaying Products at any location other than the business location described above.
- (D) Carefully store and care for all Products for which Dealer is indebted to FlyteDeck under this Agreement and protect same from damage or loss from any cause
- (E) Encourage retail customers to use FlyteDeck's original equipment parts (OEM) in the repair and replacement of Products in order to maintain the Products performance and high quality. Dealer shall not represent non-OEM parts as FlyteDeck OEM parts.

- (F) Dealer shall not sell or otherwise transfer products to any person or entity for resale without the prior written consent of FlyteDeck.
- (G) Dealer shall at no time make any false, misleading or deceptive representations to customers or to the trade of any kind regarding FlyteDeck Products, or engage in any unfair trade practices

TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, provided that nothing contained herein shall prevent FlyteDeck from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer or Dealer's failure to pay any amounts owing FlyteDeck when due. Upon termination for any reason, all amounts owed FlyteDeck will become immediately due and payable.

TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use FlyteDeck's name and trademarks in the normal course of distributing FlyteDeck's Products and performing related services under this Agreement. Dealer agrees not to use FlyteDeck's name as part of Dealer's name or in any manner, which would misrepresent the relationship between Dealer and FlyteDeck. Dealer may represent itself as an "authorized dealer" of FlyteDeck, and, with prior approval of FlyteDeck, may use FlyteDeck's name and Product related trademarks on signs or other advertising or promotional material. Dealer's license to use FlyteDeck's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by FlyteDeck from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of FlyteDeck and shall cease use of all FlyteDeck names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a dealer of FlyteDeck shall be removed or obliterated.

GENERAL

- (A) Dealer is not an agent of FlyteDeck nor is Dealer authorized to make any representations on behalf of FlyteDeck.
- (B) This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- (C) If any provision of this Agreement shall be held unenforceable, the remainder of this Agreement shall remain in full effect.
- (D) All understandings and agreements between the parties are contained in this Agreement, which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by FlyteDeck to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- (E) FlyteDeck reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements FlyteDeck has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.
- (F) FlyteDeck reserves the right, without incurring any liability to dealer, to modify, improve, alter, or discontinue products and to develop new models that in its discretion are necessary or advisable.

Dealer: _____

FlyteDeck, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____