
DEALER APPLICATION

All of us at EdgeCameras.com, LLC thank you for your interest in our company and the products we represent. We would like to take this opportunity to welcome you to our family of dealers. Please be sure to fully complete all areas of the application. Incomplete applications will be returned for completion.

Applicant Name: _____ Title: _____

Legal Business Name: _____ Year Started: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Fax: _____ E-mail: _____

Fed Tax ID#: _____

Type of Business: Sole Proprietorship Partnership Corporation

If Entity is a Corporation: State of Incorporation: _____ Date incorporated: _____

Date business started: _____ Number of Current Employees: _____

Number of locations: _____ Size of Retail Space (sq/ ft.) _____

Proprietor, Partners, or Officer (if a Corporation)

Name: _____ Title: _____ SSN: _____

Home Address: _____

Telephone No: _____ E-mail: _____

Have any of the companies and/or individuals listed above ever been involved with a filing of Bankruptcy?

Yes No If "yes" please state the date, case numbers, those involved and result:

Accounts payable manager: _____ Phone _____ Fax _____

E-mail: _____ Primary Buyer: _____

Phone: _____ Fax: _____ E-mail: _____

*** Please fill out or attach the following references**

INDUSTRY TRADE REFERENCES

Name _____ Contact _____ Account no. _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____

Name _____ Contact _____ Account no. _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____

Name _____ Contact _____ Account no. _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____

I hereby personally warrant that the information contained in this dealer application, all financial information supplied or to be supplied to EdgeCameras.com, LLC at any time is true and correct. I hereby authorize EdgeCameras.com, LLC to contact the references listed herein in connection with this application. Applicant acknowledges that the business relationship between the parties shall be governed by the terms and conditions contained in EdgeCameras.com, LLC applicable authorized dealer or distributor agreement(s), invoices, costs schedules, and other commercial forms and agreements.

Security Agreement – To insure payment of all obligations, dealer grants to EdgeCameras.com, LLC a purchase money security interest in all products and its proceeds purchased from EdgeCameras.com, LLC.

Signature: _____ Title: _____ Date: _____

RESALE TAX EXEMPTION CERTIFICATE
(All Applicants Must Complete This Form)

Dealer Name (as listed on "Sales Certificate"): _____

I hereby certify that I hold a "VALID" seller's Permit No. _____ issued pursuant to the sales and use tax laws of the State of _____, that I am engaged in the business of selling "tangible personal property" which I shall purchase from _____

And will be resold by me in the form of tangible personal property. Provided, however, that in the event any of the said property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the sales and use tax law to report and pay the tax, measured by the purchase price of such property.

This Certificate Is Valid Until Revoked In Writing.

DEALER:

Sole Proprietor, Partnership, Corporation

BY

Authorized Signature

Please print name of authorized signer

Title

Date

Dealership Agreement

This agreement is between EdgeCameras.com, LLC from Everett, WA, USA and the person or entity names on the signature page of this Agreement (“Dealer”). This agreement supersedes any previous Agreement between EdgeCameras.com, LLC and Dealer. EdgeCameras.com, LLC and Dealer agree as follows:

1. Background

A. EdgeCameras.com, LLC

Business

EdgeCameras.com, LLC creates onboard digital video recording devices for the motor vehicle aftermarket.

B. Dealer Experience

Dealer has experience in the retail sales of high quality aftermarket automotive accessories and performance products, is in good and substantial financial position, and is skilled at installing these types of products in motor vehicles and/ or motorcycles.

C. Reliance Upon Dealer Ability

The Products, as defined below, are of a technical nature, their proper installation requires minimal experience but their sale requires dealers who promote the sale of Products vigorously and adhere to high sales and service standards. EdgeCameras.com, LLC has selected Dealer based on Dealer’s representation and agreements about its skill, experience, and ability as set forth in this agreement.

D. Purpose

The purpose of this Agreement is to state the terms and conditions of EdgeCameras.com, LLC appointment of Dealer as an outlet for retail sales of Products and of Dealer’s acceptance of such appointment.

2. Dealership

A. Appointment, Products and Territory

EdgeCameras.com, LLC appoints Dealer and Dealer accepts appointment as a retail dealer for sales of the EdgeCameras.com LLC products.

B. Limited License of Names

EdgeCameras.com, LLC grants Dealer a right to use during the term of this Agreement EdgeCameras.com, LLC trademarks and other identification solely in connection with advertising, promotion, and sales of the Products and subject to the limitations set forth in this Agreement. Dealer may not make other use of the Names, and may not use any other EdgeCameras.com, LLC trademarks, products, or other identification, unless EdgeCameras.com, LLC gives its prior written consent.

3. Terms and Conditions of Sale

Dealer shall purchase and pay for Products of EdgeCameras.com, LLC bona fide dealer prices and on the terms and conditions specified. Dealer is expected to pay for any shipping costs incurred. Such terms and conditions shall be effective for orders accepted by EdgeCameras.com, LLC after the date of notice.

4. Delivery

All prices quoted herein shall be FOB from EdgeCameras.com, LLC facility. Buyer is responsible for all transportation costs (including, but not limited to shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, assessments and all other costs incurred in transporting the Products to the shipping destination). Buyer will promptly reimburse

EdgeCameras.com, LLC for any such amounts paid by it. Regardless of how transportation costs are paid or billed, title and risk of loss will pass to Buyer upon receipt by a carrier at EdgeCameras.com, LLC facility. Buyer will be responsible for any claim against the carrier arising from or relating to shipment.

5. Payment

Payment shall be due before delivery by EdgeCameras.com, LLC to dealer. EdgeCameras.com, LLC accepts payment via credit card or bank wire.

6. Duties of EdgeCameras.com, LLC.: EdgeCameras.com, LLC shall:

- A. Supply Dealer with reasonable quantities of EdgeCameras.com, LLC standard sales promotion, advertising, and product related materials per dealer buy-in agreement.
- B. Provide sales assistance and support as deemed necessary by EdgeCameras.com, LLC in the form of technical information necessary to keep Dealer's sales personnel informed about the Product.
- C. Fill orders submitted by Dealer and accepted by EdgeCameras.com, LLC. EdgeCameras.com, LLC has the right to accept, reject, or negotiate any order submitted by Dealer. EdgeCameras.com, LLC shall use its best efforts to make deliveries with reasonable promptness; however, EdgeCameras.com, LLC shall not be liable to Dealer or any other person for any direct, indirect, incidental or consequential damages incurred as a result of any delay in delivery or error in filling an order.

7. Duties of Dealer: Dealer shall:

- A. Actively and diligently promote the retail sale of Products from the Outlets, and solicit sales from and provide support to existing and potential retail customers.
 - B. Establish and maintain a staff of sales personnel familiar with EdgeCameras.com, LLC products that are capable of providing consumers with a full explanation of the features and characteristics of the Products.
 - C. Not modify, repackage, adulterate, mishandle, alter, add labels to, or remove labels from any of the Products;
 - D. Not engage in any practices or make any representations to any customer or other person, which are false, misleading, incomplete, fraudulent, untrue or contrary to EdgeCameras.com, LLC sales policies or this Agreement. Dealer shall make no representations to customers or others with respect to Products except those approved in the current warranty program or approved in writing by EdgeCameras.com, LLC.
- 8. Taxes.** Any taxes that EdgeCameras.com, LLC is required to pay or collect with respect to the sale hereunder shall be reimbursed by Dealer, who shall promptly pay the amount thereof to EdgeCameras.com, LLC upon demand.

- 9. Delay.** EdgeCameras.com, LLC shall be excused for any delay in performance due to any cause beyond EdgeCameras.com, LLC reasonable control or not occasioned by EdgeCameras.com, LLC fault or negligence, including accidents, war, embargoes, riot, fires, floods, earthquakes, quarantine restrictions, strikes, labor difficulties, factory conditions, material shortages, delays in transportation, and acts of civil or military governments.

- 10. Inspection.** Buyer shall promptly inspect the Products sold under this Agreement (referred to below as "the Products") upon receipt. Buyer shall notify EdgeCameras.com, LLC of any claimed nonconformity in accordance with the Remedy provision of EdgeCameras.com, LLC Warranty. Buyer agrees that it will be deemed to have accepted the Products if it does not communicate rejection of the goods to EdgeCameras.com, LLC in writing within ten (10) days of receipt of them. Buyer and EdgeCameras.com, LLC agree that the periods set forth in this paragraph are reasonable for inspection of the Products and for Dealer to provide notice of any nonconformity to EdgeCameras.com, LLC.

- 11. Limited Warranty.** EdgeCameras.com, LLC warrants to the first purchaser of each of the Products that at the time of sale the Product will, in all material respects, conform to the applicable

EdgeCameras.com, LLC specification for such Product and be free from defects in material and manufacture. EdgeCameras.com, LLC further warrants that the Products will, with recommended maintenance and without being subjected to extraordinary or abnormal use or abuse, remain serviceable for one (1) year from the date of delivery. This warranty shall not apply to Products that have been 1). Improperly installed or installed contrary to instructions; 2). Subjected to negligence, accident, vandalism, or disasters such as flood, fire, or war; or 3). Damages through improper operation, maintenance, storage, or abnormal use or abuse. This warranty extends only to the first purchaser of the Products and not to other persons. EdgeCameras.com, LLC obligations under this warranty are limited as set forth below. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

EXCLUSION OF OTHER WARRANTIES. The warranties contained in paragraph 11 are the exclusive express warranties given by EdgeCameras.com, LLC and supersede any prior, contrary or additional representations, whether oral or written. ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT APPLY TO THE PRODUCTS ARE LIMITED IN DURATION TO THE PERIODS OF EXPRESS WARRANTIES GIVEN ABOVE. EDGECAMERAS.COM, LLC HEREBY DISCLAIMS AND EXCLUDES THOSE WARRANTIES AFTER THAT PERIOD IS OVER. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

12. **Exclusive Remedy.** If any of the Products fails to conform to the warranties in Paragraph 11, Dealer must notify EdgeCameras.com, LLC within a reasonable time and in no event more than thirty (30) days after the discovery of the nonconformity. Such notice must be in writing or by facsimile transmission or by electronic mail to EdgeCameras.com, LLC at the addresses and phone numbers below. EdgeCameras.com, LLC will investigate and, in the event of a breach, will provide, at its option and within reasonable period of time, one of the following: (1) repair or replacement of any nonconforming products or components, or (2) refund of the purchase price upon return of the nonconforming items. Replacement goods will conform to this warranty for (1) the unexpired duration of the warranty period for the original, nonconforming product or (2) 30 days, whichever is longer. This warranty does not cover or extend to any incidental expenses, including labor, shipping, or standby time, that are incurred for inspection or replacement of any nonconforming items. THE REMEDY SELECTED BY EDGECAMERAS.COM, LLC IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER FOR ANY BREACH OF WARRANTY.
13. **EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.** IN NO EVENT SHALL EDGECAMERAS.COM, LLC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM EDGECAMERAS.COM, LLC OWN NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
14. **Unenforceable Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the other provisions hereof, and this Agreement will be constructed in all respects as if such invalidity or unenforceable provision were replaced with a valid and enforceable provision as similar to the one replaced. If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the agreement.
15. **Applicable Law; Venue.** This agreement will be interrupted, construed, and enforced in all respects in accordance with the laws of the State of Washington, without Sale of Goods will not apply to this Agreement. Buyer irrevocably consents to the personal jurisdiction and venue of the state and federal courts located in Snohomish County, Washington regarding any suit, proceeding

or claim arising out of or related to this Agreement or the subject matter hereof and will not commence or prosecute any such claim, suit or proceeding other than in such courts.

16. No Trade Usage or Course of Dealing. No course of prior dealings between Dealer and EdgeCameras.com, LLC and no usage of the trade shall be relevant to supplement, interrupt or explain this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between EdgeCameras.com, LLC and Buyer with regards to the Products, including any oral representations. Any prior or extrinsic representations or agreements are intended to be discharged or nullified. No amendment, modification, or waiver of this agreement will be valid unless set forth in a written instrument signed by the party to be bound.

18. Execution and Effective Date. This agreement is executed by each party of the dates indicated below. Dealer acknowledges that this agreement is effective only on the date accepted by EdgeCameras.com, LLC at its headquarters in Washington.

Executed On _____

“Dealer” Entity Name _____

Authorized Signature _____

Print Name Here _____

EdgeCameras.com, LLC:

By: _____
(Signature)

Print Name Here _____

Title _____