

MASTER RESELLER AGREEMENT

Please return to SÉURA with resale certificate.



I. Customer Information

Date _____ (the "Effective Date")

Company Name (DBA) _____ (the "Purchaser")

Legal Company Name (If Different from Above) _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____

Fax _____

Website _____

Type of Business Corporation Partnership Individual Ownership

Date Established _____

Showroom Manager Name Mr. Ms. _____

Showroom Manager Email _____

AP Contact Mr. Ms. _____

Industry Audio/Visual Kitchen & Bath Other: _____

II. Reseller Status Applying For:

Reseller Status Applying For (Showroom display orders must accompany this form)

- Authorized Reseller
- Showroom (\$20,000 Minimum Sales)
- Premier Showroom (\$40,000 Minimum Sales)

III. Manufacturer Rep Information

Agency Name _____

Agency Contact for this account _____

Agency Contact Approval Signature _____

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IV. Terms and Conditions

THIS AGREEMENT, is made and entered into by and between Séura, Inc. ("Séura") and Purchaser, as of the Effective Date. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Séura and Purchaser agree as follows:

1. Agreement. Séura agrees to provide, sell, and convey to Purchaser, the products described on individual Sales Orders (the "Products"), only upon the terms and conditions of sale set forth in this Agreement, which, accordingly, supercede any of Purchaser's additional, different, or prior inconsistent terms or conditions. Purchases of the Products shall be pursuant to Séura's Sales Order, which shall be generally, in the form of the Sales Order attached hereto as Exhibit "A" (the "Sales Order"). Séura and Purchaser acknowledge that this Agreement shall govern the relationship of the parties hereto with respect to Purchaser's purchase of the Products. In the event that there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any Sales Order, the specific terms and conditions of such Sales Order shall take precedence and shall control the more general language set forth in this Agreement. In the event that Purchaser purchases Products from Séura under circumstances where a Sales Order is not prepared, the terms and conditions of this Agreement shall apply in full force and effect, and shall govern the relationship between Séura and Purchaser with respect to such Products. Séura will not be bound by any terms of Purchaser's order, contract, or other documentation that are inconsistent with the terms herein. Failure of Séura to object to any terms, conditions, or provisions contained in any purchase order or other communication from Purchaser, shall not be construed as an acceptance of any such terms, conditions, or provisions or as a waiver of the terms and conditions of this Agreement.

2. Payment, Terms, and Prices. Payment from Purchaser to Séura is due and payable thirty (30) days net. All prices and amounts quoted in this Agreement are quoted in U.S. dollars. Late payments shall accrue interest at the rate of eighteen percent (18%) per annum, on any outstanding balance. If Séura institutes legal action to recover payment not made when due, Purchaser agrees to pay all Séura's costs of collection, including reasonable attorneys' fees. All orders are F.O.B. Green Bay, Wisconsin unless otherwise specifically specified on a Sales Order.

3. Taxes and Fees. All manufacturer's, retailer's, occupation, use, sales, or excise tax, duty, custom, tax, fee, brokerage fee, or charge of any nature imposed by any governmental authority, domestic or international, on or measured by any transaction between Séura and Purchaser, shall be paid by Purchaser, or if paid by Séura, then reimbursed by Purchaser in addition to the price for the Products as quoted or invoiced.

4. Date of Shipment of Products. Séura will use reasonable efforts to cause the Products to be delivered in a timely manner; provided, however, that Séura cannot and does not guarantee delivery of the Products on any specific date. Séura shall not be liable to Purchaser, or to any third party, for any costs, expenses, or damages of any nature, whether general, consequential, liquidated, as a penalty or otherwise, arising out of or owing to any delays in delivery of the Products due to circumstances beyond Séura's reasonable control, including, but not limited to, strikes or labor difficulties, acts or omissions of any governmental authority, Purchaser or any third party accident, insurrection, terrorism, riot, fires, floods, breakdowns of essential equipment, embargos, shortages, delays in transportation, or Séura's inability to obtain labor, services, energy, fuels or materials from its usual sources.

5. Means of Delivery. Except as specifically set forth in writing by and between Séura and Purchaser, all costs and expenses of shipping the Products to Purchaser shall be at Purchaser's expense. Multiple shipments, or a series of related shipments, will result in additional shipping costs and expenses. Delivery shall be F.O.B. Séura's loading dock, Green Bay, Wisconsin, or such other shipping point agreed to, in writing, by Séura. Purchaser shall carry insurance against all loss or damage to the Products. From the moment at which Séura delivers the Products to the shipper, all responsibility for loss, and all costs and expenses of shipping, unloading, storage, including storage necessitated by delays in or refusal to accept delivery, and delivery of the Products, shall pass to Purchaser. Confiscation of or destruction of, or damage to the Products, shall not release, reduce, or in any way effect Purchaser's obligations or liabilities with respect to payment of the purchase price for the Products. Purchaser agrees to unload the Products from the shipper's vehicle and, if necessary, Purchaser agrees to deliver the Products to a safe and secure storage area, at Purchaser's expense, prior to delivery of the Products to the site at which the Products shall be installed. Purchaser shall be responsible for and shall pay Séura's fuel surcharge, or additional similar charges, in effect from time to time, relative to the cost of shipping the Products as contemplated herein. Séura reserves the right to ship the Products to Purchaser's place of business on record with Séura.

6. Inspection and Acceptance. Purchaser shall have the right to inspect the Products upon delivery. Notwithstanding anything contained herein to the contrary, any damage to the Products, alleged by Purchaser to have been caused while in the possession of the shipper, shall be noted, in writing, on the shipper's Bill of Lading. Failure of such shipping related damage to be noted, in writing, on the shipper's Bill of Lading, shall render any claim of Purchaser as to damage or destruction of the Products during shipping, null and void. Failure of Purchaser to inspect the Products and give written notice to Séura of any alleged defect or non-conformity, with respect to the Products, within ten (10) days after delivery shall constitute an irrevocable acceptance by Purchaser of the Products delivered. Use of any Products by Purchaser, its customers, agents, employees, or licensees, for any purpose after delivery thereof, shall also constitute irrevocable acceptance of the Products by Purchaser.

7. Alterations/Cancelled Orders. If, after acceptance by Séura, Purchaser alters or cancels the Products to be provided by Séura, Purchaser, upon Séura's demand, will reimburse Séura for all reasonable costs and expenses incurred by Séura as a result of such alteration or cancellation. Said reasonable costs and expenses shall be due and payable by Purchaser to Séura in accordance with Séura's standard billing processes and procedures as are in effect from time to time.

8. Product Returns. As a condition of Séura's acceptance of a returned Product, for any reason, Purchaser must obtain from Séura, a Returned Goods Authorization Number (the "Authorization Number") before returning any Product to Séura. An Authorization Number may be obtained from Séura at the address and telephone number set forth herein. Products returned to Séura by Purchaser without an Authorization Number will not be accepted and Purchaser shall receive no credit for such return. No credit or debit memos will be issued in Purchaser's favor until after Séura has received and inspected

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the returned Products. Returned Products shall be subject to a twenty-five percent (25%) restocking charge, plus the cost of all freight and other expenses, of any kind, relative to the returned Products. Custom Products and custom orders, frames, beveling services, and other special Products and orders are not returnable to Séura. Authorization Numbers will not be issued for Products after thirty (30) days from the date the Products were originally delivered to the shipper by Séura, unless otherwise agreed to by Séura, in writing.

9. Drawings and Specifications. All sketches, copy, pre-production samples, mock-ups, and all other creative work developed or furnished by Séura (“Creative Work”) shall at all times material hereto remain the sole and exclusive property of Séura. Creative Work may not be used by Purchaser for any purpose other than the design and approval of the Products. Purchaser shall, upon demand, return all Creative Work to Séura.

10. Product Resales. Purchaser warrants and represents that the Products are being purchased by Purchaser for direct installation for the benefit of end users, or for direct sale to end users, general contractors, subcontractors, authorized resellers, or similar other individuals or entities agreed to in writing by Séura. The Products being purchased by Purchaser shall not be resold to unauthorized resellers such as Internet Retailers. Purchaser’s resale of any Product, in violation of Purchaser’s warranty and representation, set forth above, shall void any and all warranties extended by Séura to Purchaser, or Purchaser’s buyer, unless specifically approved, in writing, by Séura, prior to said resale.

11. Permits and Licenses. Purchaser shall be responsible for the procurement of any and all necessary construction or use permits relative to the installation of the Products. If Purchaser fails to procure such permits, Purchaser shall indemnify and hold Séura harmless against any and all civil and/or criminal liabilities arising out of or because of Purchaser’s failure to procure such permits.

12. WARRANTIES SÉURA WARRANTS THAT ITS PRODUCTS SHALL BE FREE FROM MATERIAL DEFECTS AND DEFECTS IN WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASER’S RECEIPT OF THE PRODUCTS. NOTICE OF ANY WARRANTY CLAIM MUST BE RECEIVED BY SÉURA, IN WRITING, PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD. SÉURA’S WARRANTY IS LIMITED SOLELY TO THE ABOVE AND APPLIES ONLY FOR THE PERIOD SET FORTH. SÉURA WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, OR ARISING IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS. IN ALL EVENTS, SÉURA’S MAXIMUM LIABILITY TO PURCHASER RELATED TO ANY WARRANTY CLAIM OR DEFECT WITH RESPECT TO THE PRODUCTS SHALL NOT EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCTS CLAIMED TO BE DEFECTIVE OR UNSUITABLE, OR ALLEGED TO HAVE BEEN THE CAUSE OF ANY DAMAGE TO PURCHASER OR ANY THIRD PARTY. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS SECTION SHALL BE APPLICABLE TO BOTH IMPLIED WARRANTIES (IF ANY) AND EXPRESSED WARRANTIES.

13. Private Label Sales. Purchaser shall at all times material hereto market and sell the Products under the brand name “Séura” or any other brand name identified by Séura from time to time. Purchaser shall not label, relabel, market, promote, advertise, represent, or sell the Products in any manner, shape or form which would give or is intended to give a reasonable person the impression that the Products are manufactured and distributed by Purchaser or by any individual or entity other than Séura. If Purchaser violates any of the terms or conditions of the restrictions set forth in this Section, Séura shall be entitled to both preliminary and permanent injunctive relief and Purchaser waives any requirement that Séura post a bond to obtain injunctive relief. Nothing herein shall be construed to prohibit Séura from availing itself of any other remedy available at law, including money damages insofar as said money damages can be determined under the circumstances. In addition to, and not in any way excluding the recovery of, its money damages, upon the breach by Purchaser of the terms and conditions of this Section, Séura shall be entitled to recover from Purchaser, all money, compensation or other consideration received by Purchaser in the transaction or transactions involved in said breach. Purchaser acknowledges that all remedies available to Séura are cumulative.

14. Proprietary Rights. The sale of the Products hereunder to Purchaser shall in no way be deemed to confer upon Purchaser, any right, interest, or license in any intellectual property relative to the Products. Séura retains for itself, all proprietary rights in and to all designs, engineering details, and other data and materials pertaining to any of the Products. Purchaser warrants that it will not divulge, disclose, or in any way, distribute or make use of such information, and that Purchaser will not manufacture or engage to have manufactured the Products.

15. Attorneys’ Fees and Costs. Purchaser agrees to pay all costs and expenses, including reasonable attorneys’ fees, incurred by Séura in enforcing this Agreement.

16. Limitations. All causes of action by Purchaser against Séura must be filed within one (1) year following the date on which the event which first gave rise to such cause of action occurred or within one (1) year following the expiration or termination of this Agreement, whichever is earlier.

17. Insolvency. In the event that any proceedings are commenced or a petition is filed, voluntarily or involuntarily, with respect to the bankruptcy or insolvency of Purchaser, in any state or federal jurisdiction, or in the event of the appointment of a receiver on behalf of Purchaser, or a petition requesting that a receiver be appointed on behalf of Purchaser, or should Purchaser make an assignment for the benefit of its creditors or a receiver, then Séura may, without notice to Purchaser, be entitled to cancel any or all remaining obligations it may have relative to Purchaser, which such obligations have not been performed.

18. Miscellaneous. This Agreement and any related Sales Order constitute the complete agreement between Séura and Purchaser. All other previous communications, either verbal or written, are hereby withdrawn and annulled. No modification of the Agreement shall be binding upon either Séura or Purchaser, unless such modification is in writing and signed by all parties. Any agreement between Séura and Purchaser relating to the purchase or provision of the Products, shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin, and the sole and exclusive venues for any action relating to the Products, and this Agreement, shall be the United States District Court for the Eastern District of Wisconsin, located in Green Bay, Wisconsin, or in the Circuit Court for Brown County, Wisconsin.

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V. Authorized Signatures

Dated as of the Effective Date _____

Reseller

Print Name: _____

Owner/Officer Signature: _____

Séura, Inc.

Print Name: _____

Signature _____

VI. Sales Locations

Store Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Store Manager _____

Store Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Store Manager _____

Store Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____ Store Manager _____