

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

DATE \_\_\_\_\_

**ELECTROLUX CANADA CORP.  
CANADA AUTHORIZED DIRECT DEALER AGREEMENT**

This Canada Authorized Dealer Agreement (the "Agreement") is made effective as of the date of execution, by and between Electrolux Canada Corp., a Canadian federal corporation, with a place of business at 5855 Terry Fox Way, Mississauga, ON L5V 3E4 (hereinafter referred to as "Electrolux"), and the Dealer which has executed this Agreement ("Dealer"). This Agreement describes the rights and obligations of Dealer and Electrolux with respect to the appointment of Dealer as an authorized Electrolux dealer of the Products. Dealer and Electrolux each acknowledge that the following terms and conditions are essential to maintaining the viability of Electrolux's distribution network for the Products and ensuring the success of its dealers. Electrolux and Dealer are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

Definitions.

- a. Portal: The ("Portal") shall mean the Electrolux Authorized Dealer Portal and its contents located at: <http://authorization.ElectroluxConnect.com> as amended or modified from time to time within the sole discretion of Electrolux.
- b. Products: The ("Product(s)") shall mean the Electrolux products and related equipment and accessories listed on Appendix A.
- c. Territory: The ("Territory") shall mean the country of Canada.
- d. End-User: An ("End-User") shall mean any purchaser of the Product(s) from the Dealer who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
- e. Transship: ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
- f. Approved Locations: ("Approved Locations") shall mean those locations identified in the *Locations and URLs* section of the Portal, or as specified in any Appendix hereto, and approved by Electrolux.
- g. Authorized Distributor: ("Authorized Distributor") shall mean an entity which is a party to a then-current Canada Authorized Distributor Agreement with Electrolux.

1. Appointment. For the term of this Agreement, Electrolux appoints the Dealer as a non-exclusive authorized reseller of the Products to End-Users within the Territory at the Approved Locations. Electrolux reserves the right to sell directly to and to appoint such additional dealers as Electrolux, in its discretion deems desirable. Dealer accepts this appointment and agrees that the relationship between it and Electrolux shall be governed by the terms and conditions of this Agreement. Dealer has not made and is not required to make any money payment,

either directly or indirectly, to Electrolux for the privilege of being appointed an authorized non-exclusive dealer of Electrolux. This appointment is solely for the Dealer's sale outlets and websites listed in the *Locations and URLs* section of the Portal, or as specified in any Appendix hereto, and Dealer shall not sell Products from any other location, outlet, or website, including without limitation any other location, outlet or website in which Dealer has or hereafter acquires any interest, directly or indirectly, without obtaining Electrolux's prior written approval and updating such information in the Portal or in an Appendix to this Agreement. Any approved website of Dealer shall be subject to monitoring by Electrolux to ensure Dealer's compliance with any Electrolux policies in effect from time to time.

2. Internet Advertising and Sales. Without the separate execution and approval of the Authorized Internet Addendum, the Dealer is expressly prohibited from selling the Products on the Internet. Notwithstanding the above, Dealer may advertise the availability of Products (informational only, no ability to purchase through the website) only on their primary company URL as currently designated in the Portal, or as specified in any Appendix hereto.

3. Products.

(a) Subject to the terms and conditions hereof, Electrolux will sell to Dealer and Dealer will purchase the Products bearing the Authorized Brand(s) set forth in Appendix A, as well as any other such products as Electrolux may decide, in its sole discretion, to offer to Dealer. Electrolux may from time to time announce programs and promotions with respect to the purchase of Products by Dealer.

(b) Notwithstanding the foregoing, Electrolux shall not be required to sell Products to Dealer.

(c) Electrolux may revise the Product offerings from time to time, may discontinue the manufacture of any Product and make changes and improvements at any time in the specifications, construction or design of any Product without incurring any obligation to Dealer or customers of Dealer. Products so changed or improved will be accepted by Dealer in fulfillment of existing orders.

4. Transshipping. Notwithstanding approved de minimis transfers of Products between Dealer and other authorized Electrolux dealers, Dealer shall not Transship the Products, specifically; it shall not sell or transfer any of the Products to any person or entity for resale. Dealer shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Electrolux, which Dealer purchased or obtained from a source other than directly from Electrolux. Dealer shall not obscure or alter in any fashion any Product or its packaging.

5. Geographic Sales Boundary. Dealer may only sell and advertise for sale the Products within the Territory. Electrolux hereby expressly prohibits the Dealer from soliciting or consummating sales outside the Territory.

6. Liquidated Damages. For each occasion that Dealer breaches Sections 2, 4 or 5 of this Agreement by engaging in the unauthorized sale of Products, in addition to all other remedies available to Electrolux under this Agreement and at law, Dealer agrees to pay Electrolux, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Electrolux's investigation, enforcement, and litigation regarding the Dealer's unauthorized sales; or (ii) five times (5X) the MSRP of the Product(s) per unit of Product. The parties agree that these damages are not punitive.

7. Term. This Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date (the "Initial Term"). This Agreement will automatically renew for consecutive one (1) year terms ("Renewal Term(s)", and together with the Initial Term, the "Term").

8. Obligations of Dealer. It shall be Dealer's responsibility to use its best efforts to promote and sell the Products and to achieve the objectives as stated by Electrolux from time to time as set forth in its applicable Promotion and Performance Commitment, the current version of which is attached or located in the Portal as Appendix B. Dealer's obligations shall include, without limitation, the following:

(a) Marketing. To use Dealer's best efforts to promote conscientiously and diligently the sale of Products and to display identification signs for the Product of a type approved by Electrolux. In no event shall Dealer engage in the distribution of Products under any business name different from those identified in the Portal without prior written approval from Electrolux.

(b) Demonstration and Sales Facilities. To maintain its business location(s) in a manner that ensures the attractive display and demonstration of Products. Dealer's floor display and demonstration space for Products shall be subject to prior approval by Electrolux personnel or representatives.

(c) Personnel. To train and maintain sufficient personnel to aggressively promote and sell the Products as well as to participate in training courses and sales meetings which Electrolux may from time to time conduct for the benefit of Dealer's sales personnel and to otherwise carry out the obligations and responsibilities of this Agreement. Personnel shall be trained to sell upgrade Products.

(d) Inventory. To maintain at all times sufficient inventory of Products and spare or replacement parts to meet the then current and anticipated demands for Products.

(e) Customer Demands. To make reasonable efforts to handle to the satisfaction of the Dealer's customers, and in accordance with Electrolux' policies, all matters relating to the Products, and to report promptly to Electrolux any complaint or claim received by Dealer from customers relating to any Product.

(f) Compliance with Laws. To conduct its business operations in compliance with all federal, state, provincial, local and any other applicable laws, rules and regulations and to refrain from unethical, false or misleading advertising, promotions and sales efforts and practices. In addition, Dealer understands and acknowledges that it is Electrolux policy to comply with all federal, state, provincial, local and any other applicable laws, rules and regulations governing this Agreement.

(g) Performance Goals. To use its best efforts to endeavor to sell specific quantities of Products as set forth by Electrolux in Appendix B Promotion and Performance Commitment.

(h) Purchases Only from Electrolux. Dealer shall only purchase Products from Electrolux.

(i) Other Electrolux Policies and Guidelines. Support and follow Electrolux's policies as they are from time to time expressed concerning the proper sale of the Products (excluding any resale price policies published by Electrolux.) Further, Dealer shall comply with the Electrolux Terms of Sale contained in Appendix D. Any terms contained in Dealer's purchase order, other than the designation of Product, quantities, and shipping destinations, shall be without any force or effect. No additional terms of sale shall apply to any sale of the Products other than those contained in this Agreement or in Electrolux's Terms of Sale in effect from time to time, unless such terms are expressly accepted by Electrolux in writing in its order confirmation.

9. Intellectual Property. Dealer is granted a limited, non-exclusive, non-transferable, revocable license to use certain trademarks, tradenames, product images, and/or marketing banners provided by Electrolux in writing in the approved image or form provided by Electrolux (the "Trademarks"), for the sole purpose of advertising and promoting the sale of Products at the Approved Locations within the Territory to End-Users. Dealer acknowledges the rights of Electrolux to the Trademarks and acknowledges that Dealer has no rights to the Trademarks owned by, licensed to, used or claimed by, now or in the future, Electrolux, or any applicable Trademarks used on or affixed to any Product. During the Term of this Agreement, Dealer may refer to Trademarks in promoting the sale of Products as long as such reference complies with the rules and policies of Electrolux,

communicated to Dealer by Electrolux, governing the use of any such Trademarks. Any use by Dealer of any such Trademarks, and any goodwill established by any such use shall be exclusively for the benefit of Electrolux. Dealer shall not use any Trademarks in whole or in part, as part of its corporate, partnership, website or business name. Upon termination of this Agreement by either party for any reason whatsoever, Dealer shall immediately cease and discontinue any and all use of any Trademarks and shall have no interest in or right to use any and all Trademarks or goodwill thereafter. Nothing in this Agreement or the relationship between Electrolux and Dealer hereto shall operate, in any way, to give Dealer any right, title or interest in any of the Trademarks. Dealer shall not, during the Term or thereafter, challenge the validity of the Trademarks or Electrolux's title to or rights in the Trademarks. Dealer shall comply with the additional conditions, restrictions and limitations regarding the use of Electrolux intellectual property described in Appendix C headed "Using Electrolux's Intellectual Property."

10     Insurance.

(a)     Electrolux agrees that it will maintain product liability insurance with limits in amounts of not less than \$2,000,000, combined single limit, for bodily injury and property damage. Electrolux agrees to provide a certificate of insurance evidencing such insurance upon request by Dealer.

(b)     Dealer agrees that it will maintain product liability insurance with limits in amounts of not less than \$2,000,000 for bodily injury and property damage. Dealer agrees to provide a certificate of insurance evidencing such insurance upon request by Electrolux.

11.     Termination. Notwithstanding Section 7 herein, this Agreement may be terminated by one or both of the parties as hereinafter provided:

(a)     This Agreement may be terminated at any time for any reason, with or without cause, upon thirty (30) days written notice by either party or as mutually agreed upon in writing by both parties; or

(b)     Electrolux may terminate this Agreement immediately, without prior notice and without opportunity to cure, by giving written notice to Dealer upon the occurrence of any of the following events:

(i)     Dealer breaches any of the following sections of this Agreement: 1, 2, 4, 5, 8(f), or 9.

(ii)    Dealer makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary state, provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature;

(iii)   The cancellation, suspension or other revocation of licenses, permits or authorizations necessary for Dealer to conduct its business in accordance with this Agreement;

(iv)    Dealer makes any false statement, representation or claim to Electrolux or attempts to assign its interest in this Agreement;

(v)     Dissolution or liquidation of Dealer, if Dealer is a partnership or corporation;

(vi)    Change in the ownership or control of Dealer or change in manager or other key employees in Dealer's organization, whether due to death or otherwise, which, in Electrolux's opinion, may affect the ability of Dealer to operate the business pursuant to this Agreement;

(vii)   Default in any indebtedness due and owing by Dealer to Electrolux, provided, however, that whenever Dealer shall fail to make payments to Electrolux for Products within the time period provided in Electrolux's then applicable Terms of Sale, Electrolux may, in lieu of immediately exercising its right of termination hereunder, stop all future deliveries to Dealer or make such deliveries on conditions acceptable to Electrolux until such time as Dealer is again current in the payment of its obligations to Electrolux; or

(viii) Sale, lease or other transfer of Dealer's assets which, in Electrolux's opinion, may affect the ability of Dealer to operate the business pursuant to this Agreement.

(c) Except as provided in Section 11(b) above, Electrolux may terminate this Agreement if Dealer breaches and fails to cure that breach of any term or condition of this Agreement, provided Electrolux gives Dealer written notice thereof and thirty (30) days in which to cure such breach. For breaches incapable of remedy by their nature, no cure period shall be required.

12. Effect of Termination. Upon termination of this Agreement for any reason:

(a) Dealer will discontinue immediately all advertising of and reference to Products and use of Electrolux Intellectual Property;

(b) Electrolux will be relieved of any obligation to make any further shipments hereunder and, at its option, may cancel or terminate, without liability, Dealer's unshipped orders for Products;

(c) Neither party shall be released from the payment of any sum then owing to the other, which shall become immediately due and payable; and

(d) Dealer will cease to operate as or represent that it is an authorized Dealer of the Authorized Brand(s) and will discontinue the use of any identification which associates Dealer with the Authorized Brand(s).

13. Arbitration.

(a) Submission. The parties shall first attempt to resolve any dispute, claim or controversy arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation or invalidity thereof, through good faith negotiation within fifteen (15) days of when written notice is given by either party to the other of a dispute, controversy or claim. If the dispute, controversy or claim cannot be resolved through negotiation, it shall be finally settled exclusively by final and binding arbitration which may be initiated at the request of either party. The arbitration shall be governed by the *Arbitration Act, 1991*, S.O. 1991, c. 17 or the *International Commercial Arbitration Act*, R.S.O. 1990, c. 1.9, depending on the subject matter of the agreement, and damages will be determined in such arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(b) Procedures. The Arbitration Institute of Canada Arbitration Rules shall apply to the arbitration; however, such rules can be streamlined, amended or supplemented by the *Rules of Civil Procedure* or otherwise on the consent of all parties to the arbitration. Unless the parties have agreed during their negotiations on a single arbitrator to whom the dispute, claim or controversy will be submitted, either party may select an arbitrator and send written notice to the other party of the selection. Each such arbitrator appointed hereunder shall, in addition, be an attorney or former judge who is an accomplished member of the bar with significant business experience. The party receiving such notice will have 5 days from the date such party receives such notice to select a second arbitrator and to send written notice of such selection to the party who selected the first arbitrator. Failure to select the second arbitrator and to send timely notice, as provided above, empowers the arbitrator first selected to resolve the controversy. If both arbitrators have been duly named, they will as soon as is reasonably practicable (both within 5 days from the date the latter of the two arbitrators was named) name a third arbitrator.

(c) Expenses. Each party agrees to bear its own expenses (including attorneys' fees) incurred in connection with the arbitration and the expenses of the arbitrators shall be divided equally between and payable by the parties.

(d) Equitable Proceedings. Notwithstanding (a) through (c) above, Electrolux shall always be entitled to initiate proceedings with local courts and other relevant authorities in the county or district in which infringement by Dealer of any Trademark or patent or other intellectual property and know-how to which Electrolux or any company within the Electrolux Group has title or license.

14. Unilateral Price Policy. Dealer acknowledges that Dealer has been informed of Electrolux's Unilateral Pricing Policies as they may apply to the advertisement or sale of Electrolux Products from Dealers to End-Users in North America, including Canada, to the extent applicable. There is no agreement, express or implied, between Electrolux and Dealer with respect to the advertised or resale pricing of Products. Dealer is free to determine its own resale price for all Products. Dealer acknowledges that no director, officer, employee, representative, or other agent of Electrolux has any authority to coerce Dealer to agree or otherwise enter into any agreement or understanding respecting the price at which Dealer advertises or resells Electrolux Products, such action shall be considered void, unauthorized, and without effect and, in the event of such an occurrence, Dealer shall promptly notify Electrolux's UMRP Policy Administrator at [UMRP@Electrolux.com](mailto:UMRP@Electrolux.com) and Electrolux personnel pursuant to the Notice requirements under this Agreement.

15. Miscellaneous Provisions.

(a) Assignment. This Agreement may not be assigned by Dealer, nor may the duties of Dealer hereunder be delegated, without, in each case, the prior written consent of Electrolux. Electrolux may assign this Agreement at any time to any affiliate of Electrolux.

(b) Limitation of Liability. Neither party hereto shall be liable to the other for compensation or reimbursement or damages on account of present or prospective profits, expenditures, investments or commitments, whether made in the establishment, development or maintenance of the business goodwill of the other party or for any other reason whatsoever. With respect to any order, the performance thereof, or the Products covered thereby, Electrolux's liability for negligence or otherwise with respect to the Dealer, shall not exceed the purchase price of the items pertaining thereto as paid by Dealer, which shall be the exclusive remedy of Dealer. Dealer shall have no right of offset in respect of its obligation to pay for Products under this Agreement. In no event shall Electrolux be liable to Dealer for special, incidental, consequential or punitive damages.

(c) Warranty, Warranty Service and Warranty Parts. THERE ARE NO WARRANTIES, EXPRESS IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE BY ELECTROLUX IN CONNECTION WITH THE SALE OF ANY PRODUCT FURNISHED HEREUNDER, EXCEPT THE EXPRESS WRITTEN LIMITED WARRANTY FURNISHED BY ELECTROLUX WITH EACH PRODUCT FOR THE BENEFIT OF THE PRODUCT END-USER. DEALER SHALL MAKE NO SUBTRACTIONS, ADDITIONS OR OTHER CHANGES OR MODIFICATIONS TO SUCH EXPRESS WRITTEN LIMITED WARRANTY, EITHER ORALLY OR IN WRITING. Warranty service and warranty parts for all Products must be provided by an authorized Electrolux Service Center, authorized Independent Service Provider, or authorized Independent Parts Dealer. Electrolux assumes no responsibility, financial or otherwise, for warranty service and parts provided by a person or organization other than an Electrolux Service Center, authorized Independent Service Provider or authorized Independent Parts Dealer.

(d) Force Majeure. Electrolux shall not be liable for any failure, delay in delivery, or other obligations under this Agreement resulting from any cause beyond the reasonable control of Electrolux, including acts of government in either its sovereign or contractual capacity, compliance with any regulations, orders, acts, instructions, or priority requests of any national, state, provincial or municipal government, or any department or agency thereof, or any civil or military authority, or from public health emergencies, epidemics, pandemics, quarantine restrictions and other proactive or reactive responsive governmental actions related thereto, or from acts of God or of a public enemy, fires or other casualty or accidents, strikes, lockouts, factory shutdown or alterations, embargoes, riots or other disorders, delays or shortages in transportation, or inability to obtain sufficient quantity of fuel, power, labor, manufacturing facilities or materials, or other supplies from the usual sources of Electrolux.

(e) Compliance and Recordkeeping. Dealer warrants that it will comply with all applicable laws and with the terms of this Agreement in the sale of Products and further agrees to maintain all records of its sales of Products for at least twenty-four (24) months after each such sale. Dealer further agrees to permit Electrolux reasonable access to such records (excluding information regarding Dealer's resale prices), and to the Dealer's offices and business locations, upon two (2) days' notice from Electrolux, to enable Electrolux to fulfill any reporting requirement imposed by law or regulation, and to monitor Dealer's compliance with its obligations under this Agreement.

(f) Reporting and Financial Ability of Dealer. Upon request by Electrolux, Dealer shall submit reports of its sales and inventory on a periodic basis to Electrolux in a form reasonably requested by Electrolux. Dealer agrees to furnish such financial reports and data as Electrolux may reasonably request as necessary to determine Dealer's financial position and its ability to carry out its obligations under this Agreement. Dealer has represented to Electrolux, as an inducement to Electrolux for entering into this Agreement, that the financial statements of Dealer provided to Electrolux as part of its application for this Agreement, are complete and accurate, and that Dealer is not insolvent, but is in good, substantial and stable financial condition. Dealer does not possess any information which would indicate it will not continue to be in good substantial financial position in the future, and Dealer warrants that it will immediately advise Electrolux in the event of any material adverse change in Dealer's financial condition. Dealer further acknowledges that its financial statements form part of the basis (together with personal guarantees, letters of credit and other forms of security, if any) on which Electrolux will establish Dealer's account limits and payment terms.

(g) Display Ownership. Title to and ownership of any and all display fixtures, cabinetry, countertops and cupboards provided by Electrolux for installation at Dealer's authorized locations shall remain with Electrolux unless otherwise provided by Electrolux in writing ("Electrolux Property"). Dealer shall keep Electrolux Property free from any lien, security interest or encumbrance adverse to the ownership interest of Electrolux, and shall protect Electrolux Property from deterioration, damage or theft. Dealer shall exercise reasonable care in the handling and storing of Electrolux Property and shall be fully responsible for any and all damage or loss to Electrolux Property resulting from Dealer's failure to exercise reasonable care. Dealer and its officers and directors agree to permit Electrolux to file any and all such documents (including pursuant to the Personal Property Security Act or equivalent legislation enacted in the legal jurisdiction where goods are stored), without Dealer's signature, reasonably necessary to be filed in order to perfect Electrolux's ownership interest in Electrolux Property and the proceeds thereof. Upon termination of this Agreement and Electrolux's request, Dealer shall provide Electrolux with reasonable access to Dealer's authorized locations for Electrolux's removal of Electrolux Property.

(h) Notices. Notices under this Agreement shall be in writing and shall be deemed given on the day of any confirmed email transmission, three (3) days after mailing, or immediately upon posting on the Portal. Notices to Dealer and Electrolux shall be sent to the respective addresses first listed atop this Agreement or the Portal unless a subsequent address is designated in writing by Dealer or Electrolux. All notices to Electrolux shall be sent to the attention of its Vice President and General Manager of Canada Sales, with a copy to Electrolux's General Counsel at 10200 David Taylor Dr., Charlotte, NC 28262 USA.

Each party shall be responsible to notify the other party of any change in the address to which notices are given hereunder.

(i) Entire Agreement, Amendments, Waivers.

a. This Agreement, upon the date of its commencement, supersedes and terminates any prior agreement between Dealer and Electrolux or any affiliate of Electrolux relating to the obligations and rights of the parties to distribute Products bearing the Authorized Brand(s) under such prior agreements and this Agreement contains a complete statement of all arrangements between the parties with respect to the purchase and sale of Products bearing the Authorized Brand(s). Notwithstanding the foregoing, the parties acknowledge that Electrolux and one or more of its affiliates may have other agreement(s) with Dealer with respect to the

purchase and sale of products other than those Products subject to this Agreement and that such other agreement(s) shall remain in full force and effect.

b. Except as otherwise set forth in Section 15(i)(c) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.

c. Electrolux may amend any Appendix or addendum to this Agreement, and/or any information or requirements contained in the Portal, and any such amendment shall become effective immediately upon delivery of notice, which shall include posting notice on the Portal. Dealer's continued purchase of Products pursuant to this Agreement or Dealer's continuation of this Agreement without cancellation after Electrolux provides notice of any amendments will constitute Dealer's acceptance of such amendments.

(j) No Waiver. The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.

(k) Confidentiality. All commercial, financial and technical information, know-how and experience which either party may receive from the other party in connection with the performance of this Agreement, shall be confidential, and the parties shall at all times refrain from disclosing it to third parties. Neither party shall be under any obligation of confidentiality or restriction of use in respect of any information which: (a) is or becomes publicly available through no wrongful act of the receiving party; (b) was lawfully obtained by the receiving party or an affiliate from a third party without any obligation to maintain the information as proprietary or confidential; (c) was previously known to the receiving party or an affiliate without any obligation to keep it confidential; or (d) was independently developed by the receiving party or an affiliate.

(l) Invalidity of Provision; Severability. If any provision of this Agreement is held to be invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.

(m) Choice of Law. This Agreement shall be deemed to have been entered into and fully performed in the Province of Ontario and shall be governed by and construed in accordance with the laws of the Province of Ontario without regard for the conflicts of laws rules thereof. Subject to Section 13 (Arbitration) above, Dealer agrees that all controversies, disputes and claims arising out of this Agreement not arbitrated shall be adjudicated exclusively by a court of competent jurisdiction within Mississauga, Province of Ontario, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Dealer irrevocably consents to the jurisdiction and venue of the provincial and federal courts of Ontario and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

(n) Survival. In addition to any sections that by their nature are designed to survive expiration or termination, or which expressly state that they shall do so, the following sections of this Agreement shall also survive the expiration or termination of this Agreement: 2, 4, 5, 6, 8(f), 9, 12, 15(k) and 15(m).

(o) Nature and Status of Relationship; Not a Franchise Agreement. Electrolux and Dealer understand and agree that each is an independent principal and not an agent, employee, partner, joint venturer, franchisor or franchisee in the performance of this Agreement, and that each retains the right to conduct its business as it shall determine, including without limitation the manner in which it shall fulfill its obligations under this Agreement. Dealer has no right or authority to assume or create any obligation or responsibility, expressed or implied on behalf of or in the name of Electrolux, or to bind Electrolux in any manner whatsoever. Dealer acknowledges that no fee or monetary consideration has been paid by Dealer for this Agreement or rights or privileges related thereto; that this Agreement does not require Dealer to establish or maintain a place of business in any specific state, province or territory; that no property right or interest is sold, assigned or transferred to Dealer under this Agreement; that



this Agreement, and the rights and privileges hereunder are not transferable, assignable or saleable by Dealer; that Dealer may continue to enjoy such rights and privileges and the benefits to be derived herefrom only as long as Dealer continues to fulfill its responsibilities under this Agreement; and that such Agreement, rights and privileges are applicable and of value to Dealer only while this Agreement shall continue in effect in accordance with its provisions. Dealer shall indemnify and hold Electrolux harmless from any and all claims resulting from any violation of this paragraph or the terms and conditions of this Agreement.

(p) Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement.

(q) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. Electronic Execution. The parties hereby agree to authorize the execution of this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. The Dealer acknowledges that it has the ability to retain this Agreement either by printing or saving it. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.

17. Warranty of Individual Signing. Each signatory warrants and represents, individually, to the other party, that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

Appendix A

Products

Appendix B

Promotion and Performance Commitment

## Appendix C

### **Using Electrolux's Intellectual Property**

As an Electrolux Authorized Dealer, you will benefit from the fame and inherent value signified by the Electrolux brand name and our various product trademarks. In addition to being under agreement to use Electrolux trademarks properly, it is in your best interest to assist in protecting the Electrolux marks by using them properly in all advertising and promotional materials.

The following guidelines must be followed when using all trademarks owned by Electrolux. These guidelines are in addition to those provided for print advertising of a particular product:

- Dealer shall perform all acts requested by Electrolux to assure that the nature and quality of Dealer's use of the Trademarks are consistent with and does not detract from the goodwill associated with the Trademarks. Dealer is specifically prohibited from registering or using any domain name containing any of Electrolux trademarks.
- Dealer shall not do anything inconsistent with Electrolux's ownership of the Trademarks, including, but not limited to, using, causing or permitting another party to use the Trademarks as any part of a uniform resource locator ("URL"), meta data tag, or as a keyword or search engine term.
- Dealer shall not use the Trademarks in a manner that disparages Electrolux or the Products, blurs, dilutes or otherwise diminishes the Trademarks, or portrays Electrolux or the Products in a false, competitively adverse or poor light.
- Upon termination of this Agreement Dealer shall immediately discontinue and abandon its use of the Trademarks, shall cease to advertise or represent itself as an Electrolux Dealer, and shall cease to market, advertise, offer to sell, and/or sell the Products. Dealer expressly agrees that in the event this Agreement is terminated Dealer shall not dispose of Products in any manner that could be considered dumping.
- Dealer must use only those Product images, marketing banners and video clips provided or authorized in writing by Electrolux within the two most recent calendar years ("Authorized Images") on any website, advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Dealer.
- Dealer must not partner with any third party that uses adware, spyware or other software to engage in pop-up or pop-under advertising and/or generating non-user-initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user-initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any Electrolux trademark used or owned by Electrolux or any common misspelling or confusingly similar trademarks is strictly prohibited.
- Dealer shall not, without express written permission from Electrolux purchase Electrolux's intellectual property through Google's and Yahoo's Adwords programs and/or other web service providers' similar programs.
- If the Electrolux logo appears on the Dealer's stationery or business cards, the words "Authorized Dealer" must follow it. This can be accomplished by using the "Electrolux Authorized Dealer" artwork provided by Electrolux.
- There must be no confusion with which entity the customer is dealing. The Dealer's name must be the most prominent name on the page. The Electrolux logo may not be the only source identifier on the page. The Electrolux logo trademark may not appear at the top of the page.

- The Electrolux logo trademark must not be used in combination with another company mark in such a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities.
- The Electrolux logo trademark or any Electrolux product mark may not be used in a way that will dilute or diminish its value to Electrolux, such as on others' goods or in any non-approved form.
- Any use of any Electrolux mark on a web page must adhere to these guidelines, which may be amended from time to time.
- A superscript indicating a registered trademark (®) or trademark (™) or service mark (SM) symbol must appear next to all marks in all printed literature.
- The registered trademark (®) or trademark (™) or service mark (SM) symbol must appear as a superscript following the appropriate mark on the first most prominent use on each page of a piece. All marks must be capitalized, italicized, or bolded or otherwise treated with prominence.
- Dealer shall not use or register any Internet domain name containing any of Electrolux's intellectual property. If Dealer, for any reason, does register any domain name containing Electrolux Trademarks or other Electrolux Intellectual Property, Dealer agrees that it shall, immediately upon notice from Electrolux, transfer the domain name and any rights associated with it to Electrolux at no cost to Electrolux.
- Dealer must follow and support Electrolux policies as they are from time to time expressed concerning the proper advertising and sale of the branded Products (excluding any resale price policies published by Electrolux).
- Any use of an Electrolux trademark which is not addressed in the guidelines set forth herein, must be approved by Electrolux prior to its use. Submittals for approval should be emailed to the attention of the Vice President, Sales.
- Dealer shall promptly inform Electrolux of any action or conduct of any person which may infringe upon any of Electrolux's intellectual property rights. Electrolux shall have the sole discretion whether to take legal action against any such infringement and any damages or other monies recovered on account of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to Electrolux. Dealer shall cooperate fully with Electrolux in connection with any legal action taken by Electrolux in connection with any such infringement.

**URLs/Domains.** Dealer's domain(s) and URL(s) must not contain the words "Electrolux®", "Frigidaire®", "Vintec®" or any other trademark used or owned by Electrolux, including any variation or combination of these words or trademarks with each other or with other words.

**Examples of Prohibited Domain Names and URLs:**

www.joesElectroluxshop.com  
 www.joesFrigidaireshop.com;  
 www.joesVintechheadquarters.com; or  
 www.joesVintecshop.net.

**Exception:** Trademarks authorized by Electrolux for online use by Dealer (the "Authorized Marks") may appear in the text to the right of the ".com/" extension. For example:

www.joesshop.com/Frigidaire.htm is **allowed**; whereas

www.joesshop.Frigidaire.com/Frigidaire.htm is **prohibited**;  
www.joesshop.Electrolux.com/Electrolux.htm is **prohibited**; and  
www.joesshop.Vintec.com/Vintec.htm is **prohibited**.

**Page Title / Title Tags.** Page title/title tag refers to the text used to name or entitle a web page. A page title/title tag can be viewed by looking at the top of the browser window for the page in question. Only the Authorized Marks may be used in the page title/title tag of any website page used or owned by Dealer and such use is limited to once per page title/title tag. No variations, misspellings, prefixes, suffixes or hyphenated extensions of the Authorized Marks are allowed. Other words may be used in conjunction with the Authorized Marks in the page title/title tag so long as such words do not violate any other provision of this Addendum.

**Examples:** A title such as "Frigidaire products at Joe's Shop" is **allowed**; whereas titles such as "Frigidaire.com products at Joe's Shop" or "Electrolux products at Joe's Electrolux Headquarters" are **prohibited**

**Website Content and Online Advertisements.**

- Dealer must not suggest or imply that its website, advertisement, sponsored link, or any other on-line marketing used or paid for by Dealer is in any way related to the official Electrolux®, Frigidaire®, or Vintec® websites owned and operated by Electrolux.
- Examples of Prohibited Phrases: Terms such as "Official Electrolux Headquarters", "Frigidaire Home", "Vintec Official Store" and "Vintec.com" are always prohibited. Terms such as "Vintec Headquarters", "Frigidaire Outlet", "Electrolux Depot" or "Vintec Store" are prohibited except when clearly and conspicuously associated with Authorized Internet Dealer (e.g. "Vintec Store at Joe's Shop", or "Joe's Authorized Frigidaire Shop") and only if approved in advance and in writing by Electrolux.

## Appendix D

### **Terms of Sale**

All sales of Products to Dealer shall be on the following terms:

1. Prices, Discounts and Terms. Prices to be paid by the Dealer shall be the current prices of Electrolux in effect on the date of shipment subject to the applicable discounts and terms specified in price lists and schedules of discounts and terms of sale to be issued by Electrolux from time to time. Such prices, discounts and terms, including without limitation the extension of credit or additional credit shall be subject to change by Electrolux at any time without notice. Prices applicable to Products do not include the following, all of which shall be at the expense of Dealer: taxes which Electrolux may be required to pay or collect under any federal, state, provincial or local law upon, or with respect to, the manufacture, purchase, sale, transportation, delivery, storage, use or handling of Products, special packing, and handling charges beyond delivery point. If any taxes or duties, however they may be designated, are hereafter imposed or increased by any governmental agency on, or measured in terms of, the importation, manufacture, purchase, sale, holding for sale, transportation, delivery, use or handling of Products, for the payment or collection of which Electrolux is responsible, such taxes or duties will, to the extent permitted by law, be billed to Dealer or added to the price of the Products to which they apply

2. Acceptance of Orders; Delivery. No order submitted to Electrolux by Dealer shall become effective unless and until it has been formally accepted by Electrolux at its principal office in Mississauga, Ontario, Canada, it being understood and agreed that Electrolux, in its discretion, need not accept any order. Electrolux agrees to use reasonable efforts to fill accepted orders promptly, but it is understood and agreed that Electrolux shall not be liable for any loss or damage to Dealer for any delay or failure to fill an accepted order. If Electrolux is prevented from supplying the full quantities of any one or more than one of its Products under an order, Electrolux shall have the right without liability to Dealer to prorate the quantity deliverable hereunder to Dealer and Dealer agrees to be bound by such proration.

3. Delivery, Shipping and Title. Electrolux will make delivery of Products to Dealer in accordance with the delivery terms set forth in Electrolux's then current pricing and delivery schedules. Unless Dealer specifies the carrier on each order for Products, orders will be shipped in the manner determined by Electrolux. Title and risk of loss to Products shall pass to Dealer as provided by such delivery terms under federal and provincial law.

4. Electronic Processing. Dealer and Electrolux may process purchase orders and other related documents through electronic data interchange ("EDI"), either directly or through a third-party provider. Dealer and Electrolux hereby agree that the confidential codes they will be using to transmit information to each other will serve as any necessary signatures that may be required by law. The terms of any such EDI transaction shall be the terms set forth in any EDI Agreement between the parties plus the terms contained herein. Electronic transmissions containing user ID and functionally acknowledged as received shall constitute "signed writings". Electronic transmissions, or printouts of electronic transmissions, shall constitute an original when maintained in the ordinary course of business. Nothing contained in or referenced in an electronic transmission shall modify, limit or negate the terms and conditions of this Dealer Agreement.

5. Installments. Each installment deliverable to Dealer under any purchase contract shall be deemed sold under a separate contract. Non-delivery or default by Electrolux as to any such installment shall not be a breach of such contract nor of this Agreement, and shall not relieve Dealer of its obligation to accept and pay for any prior or subsequent installment, even though such non-delivery or default substantially impairs the value of such contract or of this Agreement.

6. Payment.

(a) Dealer will pay for Products on delivery (i) if Dealer is not approved by Electrolux' credit department for open credit; or (ii) to the extent that any purchase exceeds Dealer's credit line.

- (b) Dealer will make full payment, without discount, for each shipment of Products within Dealer's credit line, if any, in accordance with the payment terms set forth in Electrolux' then current pricing schedules. Any amounts remaining unpaid after their due date will bear interest at the rate of 1.5% per month from said date until paid, to the extent permitted by law. If at any time the financial responsibility of Dealer becomes impaired or unsatisfactory to Electrolux or, in the opinion of Electrolux, inadequate to meet Dealer's obligations in connection herewith, any credit terms extended under this Agreement may be changed or withdrawn, and if withdrawn, Electrolux may require cash or satisfactory security before making further deliveries. In the event of a default by Dealer in payment of any amount due to Electrolux, Dealer shall pay Electrolux all costs and expenses of collection, including reasonable attorney's fees.
- (c) Electrolux shall have the right to deduct or setoff any amount due from Electrolux to Dealer from any amount due from Dealer to Electrolux.

7. Right to Re-purchase. Upon termination of this Agreement, Electrolux shall have the right, but not the obligation, upon compliance with applicable federal, state, provincial or other applicable law, if any, to repurchase any or all Products and components and parts thereof, signs and literature selected by it which are in the possession and control of Dealer (collectively, the "Repurchases") at the "Net Cost" to Dealer. Net Cost as used herein means the purchase price charged exclusive of finance and other extraneous charges. For a period of thirty (30) days after receipt of notification from Electrolux that it desires to purchase Repurchases, Dealer shall not sell or dispose of, or suffer to be sold or disposed, without the consent of Electrolux, the Repurchases which may be designated by Electrolux in said notification. Dealer shall promptly permit Electrolux to examine said designated Repurchases wherever located; Electrolux shall then select the specific Repurchases it desires to purchase at Net Cost; and if payment for the Repurchases so selected is tendered by Electrolux within said thirty (30) day period, Dealer shall promptly convey its entire title to said Repurchases to Electrolux. Dealer shall make delivery of such selected Repurchases to destination(s) as Electrolux may direct.

8. Products Shipped after Termination or Notice Thereof. Electrolux may establish terms of cash on delivery or cash prior to shipment for any Products which Electrolux may ship to Dealer after termination of this Agreement or notice thereof.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_