



**RLE Technologies  
Reseller Agreement**

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, an agreement between Raymond & Lae Engineering, DBA RLE Technologies, located in Fort Collins, CO (hereinafter referred to as RLE), and

\_\_\_\_\_

Whose primary place of business is:

\_\_\_\_\_

(Hereinafter referred to as "Reseller") has been reached to authorize Reseller to promote, offer, and sell the products and/or services offered by RLE.

**General Scope and Acceptance**

These Conditions of Sale ("terms") for quotations, Orders, payments, invoices and contracts stipulated by RLE are deemed to be an acceptance of such terms by the RESELLER. Any variation or modification to the foregoing terms must be agreed to by RLE in writing. Any and every Purchase Order issued by the RESELLER shall be subject to and shall be deemed to incorporate by reference this AGREEMENT, whether or not the included conditions are affixed to the Purchase Order. This AGREEMENT shall supersede and replace any standardized terms and conditions affixed to the Purchase Order.

RLE has developed, manufactured, marketed, produced and/or otherwise provided certain products and/or has exclusive distribution rights of products which it markets directly to end users and also markets through intermediaries, such as Reseller.

Reseller is in the business of creating and adding value to existing products and remarketing the value-added products to end users.

NOW, THEREFORE, in consideration of their mutual undertakings, and other good and valuable consideration, the parties hereby agree as follows:

**TERRITORIES/REGIONS**

Reseller understands and acknowledges that RLE does not grant exclusivity to a specific territory/region.

**PRICING**

The Pricing and Discount Terms for this Agreement are set forth on Addendum "A" attached hereto.

In order to maintain a direct account with RLE, the Reseller must achieve each of the reseller requirements listed in Addendum "A" attached hereto Reseller agrees that RLE may review these requirements on an annual basis to determine continued qualification in the Reseller program. Reseller agrees that should Reseller fail to achieve the minimum requirement outlined in Addendum "A", RLE shall reserve the right to direct Reseller to purchase RLE products through a distribution channel or by some other method at its own discretion.

RLE retains the right to change the Manufacturers Suggest Retail Price (MSRP), on which Reseller discounts are based, at any time, RLE will provide a sixty (60) day notification to Reseller.

## **ORDERS**

All orders must be made by the Customer by way of written Purchase Order ("Order") - mailed, faxed, e-mailed, or sent via secure online quote builder to RLE. All Orders will be acknowledged by RLE within one business day of receipt. If the Reseller does not receive confirmation of an Order; the Order was not received by RLE. No terms or conditions set forth in said Order shall be binding upon RLE or supersede the terms set forth here within. RLE shall not provide any services, fabricate or assemble any supplies, procure required materials, nor ship any products, except to the extent specifically authorized by the Reseller's Order. The Reseller shall be obligated only to purchase supplies and those products and materials fabricated or acquired by RLE in reliance on an Order that established a firm or fixed quantity. Forecasts and planning advisories may not be relied upon by RLE to acquire necessary materials. The Reseller warrants that the price in an Order shall be complete and accurate and as RLE has stipulated. Orders for custom products may require a 50% deposit before manufacturing begins.

## **DELIVERY DATES**

Delivery dates given by RLE are approximate only and no liability can be accepted for any loss, injury, damage or expenses incurred consequent upon any delay in delivery from any cause whatsoever, nor shall any such delay entitle the Reseller to cancel any Order or to refuse to accept delivery. RLE will use commercially available services to deliver products at the times specified in the Order.

## **FORCE MAJEURE**

Should RLE be delayed in or prevented from delivery owing to Act of God, war, civil disturbance, requisition, government or parliamentary restrictions, prohibition, or enactment of any kind, import or export restrictions, strike, lockout, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, fire, flood, drought, accident, or any other cause whatsoever beyond RLE's control, RLE shall be at liberty to cancel or suspend the contract without incurring any liability for loss of damage resulting therefrom.

## **SHIPMENT**

RLE ships its products according to standard commercial shipping practices. All products are shipped freight out bound, pre-paid collect from factory to the shipping address by the mode of shipment and with the urgency indicated by the Reseller on the Order. Since the Customer takes ownership once the products are released to the commercial shipping carrier, the products are considered the Customer's property. Therefore, the Customer must indicate in writing on the Order whether to insure the products being shipped. No insurance will be added unless it is requested on the Resellers Purchase Order. RLE Technologies will ship under EX WORKS (EXW) per 2010 Incoterms.

## **SHORTAGES**

No claim for shortages of goods supplied can be entertained unless the RLE is notified within seven (7) days from receipt of goods. In addition, any claim for non-delivery by carriers must be made in writing within such time as will enable RLE to comply with the time limit laid down by the carriers.

## **OVERSHIPMENTS & RETURNS**

Equipment must not be returned without first obtaining written permission and shipping instructions from RLE. The Reseller may return over shipments to RLE at the RLE's expense for all packing, handling, sorting and transportation charges when it is determined the over shipment is the result of RLE. All returns are subject to a 20% restocking or order cancellation fee and must be in their original packaging and never installed or opened. All associated parts, documentation, software, etc. originally shipped with the equipment must also be returned. If the preceding conditions are not met, RLE may impose up to a 50% restocking fee. For returns over 60 days from ship date, RLE may elect to decline return authorization or charge a restocking fee. Orders for custom products, custom electronics or custom cable cannot be returned or cancelled after the merchandise has been manufactured.

### **PAYMENT TERMS**

Payment terms are subject to credit approval by RLE. Payment terms are Net thirty (30) days from date of invoice. Reseller bears the sole responsibility to pay for all accepted Purchase Orders of Products regardless of any non-payment by Reseller Customers.

### **SALES TAX CERTIFICATE**

The Reseller must provide a copy of their Certification of Sales/Use Tax Exemption for Resale with this signed agreement. In the event the Reseller fails to do so, the Reseller will pay all sales, use, value added and other applicable taxes.

### **MANUFACTURER DIRECT SALES**

Notwithstanding the terms of this Agreement, Reseller agrees that RLE reserves the right to occasionally market directly to an end user. RLE does hereby agree that it will not knowingly or intentionally market directly to any end user with the intent to sell direct with whom Reseller has a known, good-standing relationship.

### **LITERATURE**

RLE offers high quality literature for the purpose of distribution to end users. All printed product information and literature can be downloaded from RLE's website. RLE may provide pre-printed literature to Reseller upon request. Pre-printed literature may have a cost associated.

RLE does not provide any warranty or guarantee that its literature is free from errors or omissions. Reseller does hereby agree to indemnify, defend and hold RLE harmless for any damages incurred by Reseller or any other third-party arising out of the use of information in RLE's literature or any error or omission therein.

### **TERMS OF AGREEMENT**

RLE will honor and recognize a Reseller for consecutive 12 month period, which will automatically renew absent written notice by one party of its intent to terminate the Agreement. Either party may terminate this Agreement without cause at any time upon thirty days written notice. Upon termination of this Agreement, the Reseller will no longer be able to purchase products and/or services directly from RLE. RLE may terminate this Agreement for cause at any time for the following reasons: unethical sales practices, blatant product misrepresentation, and/or failure to pay invoices in a timely fashion.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL RLE OR ITS SUPPLIERS BE LIABLE TO RESELLER OR ANY THIRD PARTY FOR LOST PROFITS, USE OF CUSTOMER INFORMATION, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO RESELLER USE OF RLE PRODUCTS AND SERVICES OR USE OF THE RLE PRODUCTS AND SERVICES THROUGH RESELLER'S ACCOUNT BY ANYONE ELSE, EVEN IF RLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL RLE'S TOTAL CUMULATIVE LIABILITY TO RESELLER AND ANYONE WHO USES THE RLE PRODUCTS AND SERVICES THROUGH RESELLER'S ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE AGGREGATE AMOUNT RESELLER PAID TO RLE IN THE PRECEDING TWELVE (12) MONTHS. RESELLER UNDERSTANDS THAT THESE LIMITATIONS OF RLE'S AND RLE'S SUPPLIERS' LIABILITY ARE A FUNDAMENTAL PART OF THIS AGREEMENT.

### **PRODUCT WARRANTY**

RLE's WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL RLE BE LIABLE TO THE RESELLER OR ANY OTHER PARTY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO REPROCUREMENT COSTS, LOST REVENUE OR PROFITS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF RLE HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

## **INDEMNIFICATION**

Reseller does hereby agree to indemnify, defend and hold harmless RLE from and against loss, suit, damage or claim, including reasonable attorney's fees and costs, arising out of or relating to this agreement or with the sale, sublicense or use of any of the Products modified, marketed, sold or otherwise placed into the stream of commerce by Reseller or anyone else. The term "suit" as used herein shall be interpreted to include any and all suit instituted against RLE for any alleged infringement of any United States patent, trademark or copyright related to the value added services, products or solutions manufactured, made, produced, distributed, assembled, and/or provided by Reseller to any end user pursuant to this Agreement.

RLE does hereby agree to indemnify, defend and hold harmless Reseller from and against any loss, suit, damage or claim arising out of the alleged infringement of any United States patent, trademark or copyright related to the products provided by RLE to Reseller.

## **LIMITATIONS ON RESELLER AUTHORITY**

The Reseller has no authority to make any commitment on behalf of RLE with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. The Reseller has no authority to modify the warranty offered with RLE products. Reseller agrees to indemnify, defend and hold harmless RLE for any damages, claims for damages, or suits arising out of any modified warranty or other commitment by the Reseller not specifically authorized by RLE.

## **CONFIDENTIAL INFORMATION**

"Confidential Information" means any trade secrets or other proprietary information of a Party, whether of a technical, business, or other nature (including, without limitation, any information relating to a Party's technology, software, products, services, designs, methodologies, business plans, business procedures, pricing, price lists, finances, marketing plans, distributors, prospects, clients, customers, customer lists, suppliers, supplier lists, or other items or issues), that is disclosed to a Party during the Term of this Agreement and is identified or marked "Confidential", "Proprietary", or with some similar legend or identifying mark. Confidential Information includes information of the disclosing Party that the receiving Party may be in a position to see, observe and / or overhear, that the disclosing Party may be unable to reduce to writing and / or as the result of on-site meetings and / or other communications with the disclosing Party's personnel.

Reseller understands and acknowledges that disclosure to unauthorized parties may result in severe damage to RLE's business and as such Reseller may be held liable for damages if this Agreement is not held to. It is agreed that the provisions of the confidentiality agreement shall continue during the term of this Agreement and for a period of three years after the date of termination of this Agreement.

## **CONFIDENTIALITY OF AGREEMENT**

Neither Party to this Agreement shall disclose the terms of this agreement to any third party without the consent of the other Party, except as may be required by securities or other laws. Notwithstanding the above provisions, each Party may disclose the terms of this Agreement (a) in connection with the requirements of a public offering or securities filing; (b) in confidence, to accountants, banks, and financing sources and their advisors; (c) in confidence, to legal counsel in connection with the enforcement of this Agreement or interpretations of rights under this Agreement; or (d) in confidence, in connection with a merger, acquisition or a proposed merger or acquisition, or the like, provided, however, that prior to any such disclosure, the receiving Party shall (i) assert the confidential nature of the Confidential Information, (ii) immediately notify the disclosing Party in writing of the release or request to disclose, and (iii) cooperate fully with the disclosing Party in protecting against any such disclosure or in obtaining a protective release narrowing the scope of the compelled disclosure and protecting its confidentiality.

## **PRODUCT AVAILABILITY**

RLE does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. RLE specifically reserves the right to modify or alter any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease the manufacture or support thereof.

## **LIMITED WARRANTY AND REMEDIES**

Products Limited Warranty: Seller warrants that the Products are warranted against defects in material and workmanship in the country to which Seller ships the Products. The Warranty Remedy Period for Products (excluding Refurbished or Repaired Parts) shall end twenty four (24) months after date of shipment, The Warranty Remedy Period for refurbished, repaired or "B" Stock parts shall end ninety (90) days after date of shipment.

Products Remedy; please see Product Warranty Information and RMA process at [www.rletech.com](http://www.rletech.com).

The above section refers only to RLE Technologies' manufactured products; all other warranties by other manufacturers will be honored per their own policies.

EXCEPT FOR THE EXPRESS WARRANTIES REFERENCED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ON PRODUCTS FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE STATED WARRANTIES APPLY ONLY TO THE ORIGINAL PURCHASER AND ARE CONTINGENT UPON PROPER TREATMENT AND USE OF THE PRODUCTS AND MAINTENANCE OF A SAFE AND SUITABLE SITE.

## **USE OF RLE TRADEMARKS**

RLE hereby grants to Reseller a limited, nonexclusive right to use RLE's regular trade names, trademarks, titles and logos in the advertising, promotion and sale of products. Reseller shall not make or permit any alteration or removal of tags, labels, or identifying marks placed by RLE on or within the products. Reseller agrees not to use RLE's trade names in Reseller's corporate title or name in any way that might result in confusion as to the separate and distinct identities of RLE and Reseller. Upon the expiration or earlier termination of this Agreement, the license granted to Reseller shall immediately terminate and Reseller shall immediately cease all use of the any and all RLE regular trade names, trademarks, titles and logos.

Reseller recognizes and acknowledges RLE's ownership and title to its trade names, trademarks titles and logos and the goodwill related thereto and agrees that any and all goodwill which accrues as a result of Reseller's use of such marks shall become the property of RLE. Reseller further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of RLE or to use, employ or attempt to register or attempt to register any mark or trade name which is similar to any mark or name of RLE.

## **COMPLIANCE WITH LAWS**

The Reseller agrees to comply with all federal, state and local laws and regulations that are applicable to its business transactions, including but not limited to those regarding export compliance. The Reseller agrees to indemnify, defend and hold RLE harmless for any and all loss, damages, suits or loss arising out of Reseller's failure to comply with the terms of this provision.

## **EXPORT COMPLIANCE**

RLE Technologies exports commodities, technology or software from the United States in accordance with the U.S. Export Administration Regulations. When exporting or re-exporting RLE products any diversion contrary to U.S. Law is strictly prohibited. When applicable, Reseller agrees to adhere to U.S. Export Administration Regulations. For more information on these rules and regulations, you may refer to the U.S. Census Bureau Export Administration Regulations ([www.access.gpo.gov/bis/ear/ear\\_data.html](http://www.access.gpo.gov/bis/ear/ear_data.html)) or the U.S. Department of Commerce's Bureau of Industry and Security (<http://www.bis.doc.gov/index.htm>).

March, 2014

**MISCELLANEOUS**

This Agreement and its addendums supersede all previous oral or written communications and represent the entire agreement between the parties; This Agreement is not assignable by the Reseller and may not be modified or waived except in writing and signed by both parties.

**RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the relationship between the parties is solely that of "RLE" and "Reseller". Reseller is not, shall not be, a power, agent, or representative or joint venture of RLE. Reseller has no authority to assume or create any obligation for or on behalf of RLE, express or implied.

**SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**GOVERNING LAW**

This Agreement shall be governed by and constituted in accordance with the internal laws of the State of Colorado, USA.

**ENTIRE AGREEMENT**

This Agreement CONSTITUTES THE ENTIRE AGREEMENT BETWEEN Seller and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between Seller and Purchaser other than those set forth herein or herein provided.

**RESELLER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_

State / Province: \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Main Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_

Website: \_\_\_\_\_

March, 2014

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Billing (A/P) Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**By signing below, I am agreeing to the above RLE Technologies Reseller Agreement and RLE Technologies General Terms and Conditions of Sale.**

**SIGNATURES**

Reseller Signature (Corporate Officer): \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

RLE Officer Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## ADDENDUM A

### RESELLER CERTIFICATION AND QUALIFICATION REQUIREMENTS

#### Sales Requirements

1. Sign this Reseller Agreement
2. Receive sales training performed by RLE
3. Register each project with RLE (this will be available in 2014)
4. Produce sales of RLE product offering
5. Post and Maintain RLE products marketing page on the Reseller website that provides a direct link to the RLE website.

#### **Discount off of MSRP:**

Standard Products: \_\_\_\_\_

Sensing Cable: \_\_\_\_\_

Pass-Through Products\*: \_\_\_\_\_

RLE reserves the right to modify, add to, remove, or override any or all of these requirements for specific Resellers. Any changes to these requirements will be added in the "Modifications to Reseller Requirements" section below.

\*Pass-Through products or Non-Standard products are identified on the Price List with a " \* " next to the price.

#### Modifications to Reseller Requirements