

## Milwaukee PPE Products – Authorized Dealer Agreement

This agreement is made as of the Effective Date (as defined under Dealer Information attached to this agreement) by and between Gear Wash, LLC, d.b.a. Milwaukee PPE Products (“Milwaukee PPE”) located at 657 South 72<sup>nd</sup> Street, Milwaukee, Wisconsin 53214 and the Dealer (as defined in Exhibit A of this Agreement).

**1. Appointment.** Subject to the terms and conditions of this Agreement, Milwaukee PPE appoints Dealer and the Dealer agrees to perform as Milwaukee PPE’s Nonexclusive Authorized Dealer for the Products during the term. (For certain definitions of capitalized terms, see section 13 below.)

**2. Responsibilities.** Except as otherwise approved in writing by Milwaukee PPE in advance, the Dealer will comply with the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and service requests from customers and prospective customers; (c) represent the Products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the Dealer or Milwaukee PPE; (d) use Milwaukee PPE’s intellectual property only as permitted by Milwaukee PPE; (e) refrain from questioning or challenging the rights claimed by Milwaukee PPE or its affiliates in the intellectual property or assisting in any way others in doing so; (f) comply with all laws and all of Milwaukee PPE’s policies as they may be revised from time to time; and (g) comply with any request made by Milwaukee PPE relating to any law (or expectation thereof) or the modification or recall of any or all of the Products in a prompt and timely fashion.

### 3. Termination.

**A. Immediate Termination:** Milwaukee PPE may immediately terminate an Authorized Dealer account for any of the following reasons: (1) failure to comply with the Authorized Dealer Pricing Statement (refer to this Statement for further details and nothing in this Agreement shall require Dealer to sell at or above Milwaukee PPE’s suggested prices, but Milwaukee PPE may terminate this Agreement if Dealer chooses to sell below Milwaukee PPE’s suggested prices), (2) misrepresentation or misuse of Milwaukee PPE’s products, trade names, logos, service marks, or other intellectual property, including representing and or selling other products as if they were Milwaukee PPE products, (3) change in management, ownership, or control of the Dealer organization by way of sale, merger, consolidation, without prior written notification to, and consent by Milwaukee PPE, (4) the insolvency or admission by the Dealer of its inability to pay its debts generally as they mature, or any general assignment or attempted general assignment by the Dealer for the benefit of creditors, (5) any act of dishonesty or violation of law that could materially affect the Dealer’s ability to perform or which would reflect negatively on the image or reputation of Milwaukee PPE.

**B. Termination on Thirty Days’ Notice:** Either party may terminate the Authorized Dealer

Account no less than 30 days after providing written notice to the other party. Upon termination of this Agreement, the Dealer must immediately cease all conduct that would give the impression that the Dealer is an authorized Dealer or representative of the Products or has any affiliation whatsoever with Milwaukee PPE or the Products (except only with respect to the Dealer’s inventory of the Products at the time of termination). Milwaukee PPE shall have the right but not the obligation to repurchase all or part of the Dealer’s inventory of Milwaukee PPE products at the price paid by the Dealer.

**4. Assignment.** This Agreement and any and all duties and obligations which may arise hereunder may not be delegated, transferred or assigned by the Dealer without the express written consent of Milwaukee PPE. Each delegation, transfer or assignment by the Dealer without such consent will be void. The relationship between Milwaukee PPE and Dealer is that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between Milwaukee PPE and the Dealer or shall constitute or be deemed to constitute the Dealer as an agent of Milwaukee PPE for any purpose whatsoever. The Dealer shall have no authority or power to bind Milwaukee PPE or to contract in the name of or create a liability against Milwaukee PPE in any way for any purpose.

**5. Modification.** At any time and without prior notice: (i) Milwaukee PPE may modify any or all of its Policies and (ii) any item(s) of the Products may change or be discontinued, in which case the Dealer acknowledges and agrees that each of the Dealer’s pending orders may be canceled without liability or penalty, and Milwaukee PPE may refuse to accept any new orders from the Dealer for such item(s). Except as otherwise expressly provided in this Agreement, each modification of the Milwaukee PPE Policies shall be effective immediately, unless Milwaukee PPE notifies the Dealer in writing of another effective date. Milwaukee PPE’s interpretation of each of the Milwaukee PPE Policies will control.

**6. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin without regard to that state’s conflict of law provisions. Any and all disputes arising out of or relating in any way to this Agreement between the Parties (or affiliates of either) shall be litigated at the trial level only in federal or state court in Milwaukee County, Wisconsin. The Dealer on behalf of itself and its Affiliates, hereby submits to personal and subject matter jurisdiction in such courts and agrees that neither the Dealer nor the Dealer’s Affiliates will contest venue. Court costs and reasonable attorney’s fees will be the responsibility of the prevailing party.

**7. Conflict of Law.** If applicable law contains any requirement that is contrary to, conflicts with, or is missing from any provision(s) or part(s) thereof in this Agreement, Milwaukee PPE, at any time, may elect by written notice to the Dealer (effective upon receipt thereof) that: (i) such requirement be substituted for or added to such provision(s) or part(s) thereof to the minimum extent necessary to validate such provision(s) or part(s) thereof or (ii) this Agreement be terminated. If any provision(s) or part(s) thereof in this Agreement shall be held invalid, the remainder of this Agreement shall continue in full force and effect, and each such provision or part thereof shall be deemed not to be part of this Agreement.

**8. Entire Agreement.** This Agreement and each of the Milwaukee PPE Policies (including but not limited to Milwaukee PPE’s Sales Policy), as may be modified from time to time: (i) are incorporated by reference and constitute the entire understanding of the Parties; (ii) are intended to govern the relationship between the Parties; (iii) supersede all agreements, representations or statements between the Parties, either oral or written; and (iv) except as otherwise provided herein, may be amended or modified only by a written supplement to this Agreement, duly executed by both Parties.

**9. Warranty.** Milwaukee PPE warrants its products against defects in materials and workmanship for a period of sixty (60) days, when they are owned by the original purchaser. This warranty is void if Product is used for a purpose for

## Milwaukee PPE Products – Authorized Dealer Agreement

which it was not designed. A complete copy of this limited warranty is included in the packaging of each Milwaukee PPE product. Milwaukee PPE will provide the Authorized Dealer additional copies of its written limited warranty, which the Dealer must make available to its customers upon request. Dealer is prohibited from altering or modifying the terms of the Milwaukee PPE warranty or making or offering on Milwaukee PPE's behalf any other warranty to any purchaser. Dealer will direct all purchaser inquiries about warranties to Milwaukee PPE customer service. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MILWAUKEE PPE DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES.** In no event shall Milwaukee PPE be liable for consequential, incidental or special damages, loss or expense of the Dealer(s), purchaser(s), or user(s) for any reason whatsoever.

**10. Milwaukee PPE Trademarks and Copyrights.** All intellectual property rights in and with respect to the products sold to Dealer shall and will remain the exclusive property of Milwaukee PPE. During the term of their agreement, Dealer is granted a non-exclusive, nontransferable, royalty free, limited, revocable license to use the Milwaukee PPE logo and approved Milwaukee PPE artwork, product photos, or any other advertising media, including electronic media and internet or other links to the official Milwaukee PPE website, solely in connection with their sale and offering for sale of Milwaukee PPE products. Dealer will comply with all Milwaukee PPE policies and requirements with respect to the use of such material and shall provide Milwaukee PPE the opportunity for prior review.

### GENERAL PROVISIONS:

**11.** Except as otherwise provided in this Agreement, or as the Parties otherwise may expressly agree in writing, no failure, refusal, neglect, delay, waiver, forbearance or omission by one Party to exercise any right(s) under this Agreement or to insist upon full compliance by the other Party with their duties, obligations or restrictions hereunder shall constitute a waiver of any provision(s) of this Agreement or otherwise thereafter limit the Party's right to fully enforce any or all of the provision(s) and part(s) of this Agreement.

**12.** The following shall survive the termination of this Agreement: (i) Sections 1 and 2(c) through 16 of this Agreement, (ii) each of the definitions contained in this Agreement, and (iii) each of the Milwaukee PPE Policies, which by its own terms, expressly states that it survives the termination of this Agreement.

**13.** This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Milwaukee PPE shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. In the event of any conflict between the Milwaukee PPE Policies and this Agreement, the Milwaukee PPE Policies will control. Wherever required by the context hereof, each pronoun used herein shall be deemed to include both the singular and the plural and encompass each gender.

**14.** All notices sent by one Party to the other must be in writing and shall be sent to the intended recipient (with all fees paid) by certified mail, express courier service, facsimile or email to such recipient's address referred to on the first page of this Agreement and shall be considered received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due to electronic or mechanical malfunction or failure.

**15.** For purposes of this Agreement: (a) "Nonexclusive Authorized Dealer" means that (i) the Dealer may hold itself out as a dealer of the Products authorized by Milwaukee PPE during the Term and (ii) Milwaukee PPE may also offer and sell any or all of the Products directly or indirectly to one or more individuals and entities other than the Dealer, (b) the "Products" mean those products made available to the Dealer by Milwaukee PPE, (c) the "Term" means the period from the Effective Date until this Agreement is terminated pursuant to Section 3 hereof, (d) the "intellectual Property" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which Milwaukee PPE or its Affiliates claim rights, (e) "Affiliate(s)" mean any or all of the individual(s), entity and entities controlling, controlled by or under common control with the Party identified, (f) "Milwaukee PPE Policies" means collectively the then-current versions of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) from time to time issued in writing or made available electronically by Milwaukee PPE to the Dealer and not expressly excluded by Milwaukee PPE from the Milwaukee PPE Policies, and (g) "Party" means Milwaukee PPE or the Dealer and the "Parties" means Milwaukee PPE and the Dealer.

**16. Payment:** Dealer shall pay all invoices per the terms assigned the Dealer by Milwaukee PPE per Exhibit A, "Dealer Terms" and herein part of this Agreement. Dealer shall provide Milwaukee PPE with a credit card number to be used for payment of invoices that are sixty (60) days or greater past due from the Due Date on the invoice. Dealer authorizes Milwaukee PPE to charge the credit card number provided with prior notice for any past due invoice.

Each Party, intending this Agreement to be effective as of the Effective Date below, has caused this Agreement to be executed by its duly authorized representative.

**MILWAUKEE PPE** (a division of Gear Wash, LLC)

**DEALER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_ (Principals only)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## EXHIBIT A: DEALER INFORMATION AND TERMS

Company Name: \_\_\_\_\_  
Owner / Officer: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
ZIP Code: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
FAX: (\_\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
ZIP Code: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_ (will be used to send invoices)

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

Federal Tax ID (FEIN): \_\_\_\_\_

Terms Requested: Net 30: \_\_\_\_ Credit Card#: \_\_\_\_ \$ Limit: \_\_\_\_\_

Card Type: Visa: \_\_\_\_ MasterCard: \_\_\_\_

**(Required)** Credit Card: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ , Expires: \_\_\_\_\_

**Please complete this page and mail or FAX to:**

Milwaukee PPE Products  
657 S. 72<sup>nd</sup> Street  
Milwaukee, WI 53214  
Attn: Contract Admin.  
FAX (414) 918-4727  
Phone: 866-657-0111

<p><b>EFFECTIVE DATE</b> (To be Completed by Milwaukee PPE)</p> <p>Agreed and accepted in Milwaukee, WI, USA:</p> <p>Terms Approved: Net 30: ____ Credit Card: ____ Limit: \$ _____</p> <p>Milwaukee PPE customer number: _____</p> <p>Approved By: _____ Effective Date: _____</p>
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## **Milwaukee PPE Products – Authorized Dealer Agreement**

### **Non US Based Dealers – Payment and Shipping Policy**

#### **Payment**

- All payments are due in advance of shipment.
- Upon receipt of a valid Purchase order from the Dealer, Milwaukee PPE will submit the invoice via email or by PayPal Invoicing. Dealer shall provide Milwaukee PPE with the correct email address for invoice receipt.
- Customer must set up a Paypal account to facilitate payment. Go to [www.paypal.com](http://www.paypal.com).
- Milwaukee PPE will only accept payment in the form of a Paypal eCheck.
- Payments will be made in US dollars.
- Shipments will be held at the dock until payments have cleared. Some Paypal eCheck payments may take 7-10 days to clear.

#### **Shipping**

- FOB Dock
- All freight charges, fees, taxes and tariffs are the responsibility of the Dealer.
- Non US based Dealers must provide Milwaukee PPE with a shipping account number from one of the following carriers:
  - FedEx International Shipping
  - UPS International Shipping
  - USPS Global Shipping
- Refused or unaccepted shipments will incur a 15% restocking fee and a \$10.00 handling fee.