

Xzilon® Products Dealer Agreement

THIS AGREEMENT is effective ____/____/201__ (hereinafter "Agreement") between Xzilon, Inc., (hereinafter "Xzilon") with a principal place of business at 10 Pointe Dr. Suite 150 Brea, CA 92821, and

Address: _____

City _____ St. _____ Zip _____ (hereinafter "Dealer")

1. Purpose

This Agreement grants to Dealer the non-exclusive right to sell at retail a selection of Xzilon® Products as shown on Exhibit A (hereinafter "Products").

2. Terms of Sale

A. Dealer Remittance - Dealer will send to Xzilon, Inc. by the 15th of each month: 1) a completed transmittal form; 2) all executed customer registration forms for Limited Warranties issued during the just-preceding thirty (30) days; and 3) the Dealer Remittance Fee (the amount due to Xzilon for the sale of each product at the price set forth in the New Dealer Information Sheet attached hereto as Exhibit A.

B. Product Application - Products sold must be applied to the Customer's Registered Vehicle within thirty (30) days from time of sale for the Limited Warranty to be valid. Specialized application techniques are required to properly apply the Product to the Customer's Registered Vehicle. Xzilon will provide a training video and/or on-site training on proper application techniques.

C. Limited Warranty - Products sold include Xzilon® Product Limited Warranty for eligible vehicles, when the Product is properly applied. Dealer must provide its Customer with a complete copy of the Xzilon® Product Limited Warranty. Dealer is not authorized to accept or commit, on Xzilon, Inc.'s behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in Xzilon's standard Limited Warranty. Dealer shall indemnify and hold Xzilon harmless with respect to any Dealer representation, modification or waiver of the Limited Warranty beyond those in Xzilon's Limited Warranty.

D. Limited Warranty Vehicle Eligibility - An eligible vehicle is defined as new and pre-owned vehicles with less than 100,000 miles and no pre-existing conditions including existing exterior environmental damage; interior staining or fading; interior cracking, rips, punctures or burns in the seating areas; exterior dents; alloy wheel damage; and/or windshield chips or cracks. Dealer is prohibited from selling Products to customers that have these pre-existing conditions on the vehicle where the Product will be applied, unless Dealer repairs the pre-existing condition(s) at Dealer's expense prior to Product application. If a Product Registration Form is rejected by Xzilon due to Vehicle Eligibility, the Dealer will refund the Consumer the amount charged for the applicable product within thirty (30) days of notice from Xzilon.

E. Taxes - Amounts payable to Xzilon under this Agreement are payable in full to Xzilon without deduction and are net of any sales, use, excise, property, withholding, value added or other taxes or duties imposed by any governmental authority except taxes based on Xzilon's net income. Dealer shall pay all such amounts payable with respect to the sale and purchase of Products under this Agreement.

3. Additional Obligations of Dealer

A. Marketing Activities - Dealer shall use its best efforts to promote vigorously the marketing and resale of Products to realize the maximum sales potential for the Product. Dealer may acquire marketing material from Xzilon at no charge. If Dealer wishes to create its own marketing material, Dealer shall, prior to its use of such materials, submit such material to Xzilon for Xzilon's approval, which shall not be unreasonably withheld. Xzilon will review such materials promptly. Dealer warrants that all documentation and verbal descriptions related to Products made by or for Dealer shall be accurate and made in a professional manner. Dealer shall not modify the written limited warranty furnished by Xzilon relating to Product.

B. Training - The Dealer will properly train its sales staff on the protection benefits of the Products and its detail staff on the proper methods of Product application. If Xzilon hosts a training session, Dealer's upper management shall use its best efforts to attend.

C. Purchasing Limitation - Dealer only may acquire Products directly from Xzilon.

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4. Termination

- A. Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason, upon not less than thirty (30) days written notice given to the other party. Nothing contained herein shall prevent Xzilon from immediately terminating this agreement in the event of bankruptcy or insolvency of Dealer or Dealer's failure to pay any amounts owing Xzilon when due. Upon termination for any reason, all amounts owed Xzilon. will become immediately due and payable.
- B. Upon termination of this agreement, Dealer will return to Xzilon (or its designated agent) all unused Product; marketing material; and unused Product Registration Forms and all items related to Section 2 A.

5. Trademarks/Brand Name

Dealer is hereby licensed to use Xzilon's name and trademarks in the normal course of selling Xzilon's Products and performing related services under this Agreement. Dealer agrees not to use Xzilon's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and Xzilon. Dealer may represent itself as an "authorized dealer" of Xzilon, and with prior approval of Xzilon, may use Xzilon's name and Product related trademarks subject to restrictions and limitations imposed by Xzilon from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of Xzilon and shall cease use of all Xzilon's names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a dealer of Xzilon. shall be removed or obliterated.

6. General

- A. Dealer is not an agent of Xzilon nor is Dealer authorized to incur any obligations or make any representations on behalf of Xzilon. Dealer acts only as an independent contractor and is responsible for its employees and employee taxes.
- B. This Agreement is binding on the parties, their heirs, executors, administrators, successors, and assigns.
- C. Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of Xzilon.
- D. If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- E. No waiver by Xzilon of any of the terms and conditions of this Agreement shall be construed as a waiver of the performance and/or applicability of such terms in the future.
- F. This Agreement constitutes the full and entire understanding and agreement between the parties and supersedes all prior written or oral agreements, understandings, representations and warranties made with respect thereto. Except as expressly provided in this Agreement, no amendment, supplement or modification of this Agreement or any waiver of any provision thereof shall be made except in writing executed by all parties to this Agreement.
- G. Xzilon reserves the right to modify and/or update this Agreement, its programs, products, fees, warranties, rules or regulations consistent with the modification and/or updating of all agreements Xzilon has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.
- H. Force Majeure- Neither party shall be responsible for any failure to carry out its obligation hereunder which is due to causes beyond its control, including, but not limited to, acts of God, public enemy, fires, floods, epidemics, strikes, embargoes, severe weather, war, or delays of supply due to such causes.
- I. The laws of the State of California will govern this Agreement.
- J. Written notice or delivery of documents to Xzilon shall be mailed to at Xzilon, Inc., 10 Pointe Dr. Suite 150 Brea, CA 92821,.

I have read and fully understand this Xzilon® Products Dealer Agreement and agree to all the terms within. The parties have executed this Agreement on the day and year first above written.

XZILON, INC.

DEALER

By: _____

By: _____

Position: _____

Dealer Name: _____