DEALER AGREEMENT

A. AGREEMENT DEFINITIONS
“Dealer” refers to the individual or entity that has executed this agreement ("agreement") and desires to order products and services from RSSI Barriers, LLC ("RSSI") or an authorized distributor. The term “products” refers to barrier products and parts owned or distributed by RSSI. The term “product documentation” refers to the barrier user manual and program installation manuals. The term "services" refers to technical support, education, consulting or other services.

B. PURPOSE
This agreement is to establish dealer as a dealer of RSSI with the non-exclusive right to purchase, inventory, promote and resell RSSI products and services on the terms and conditions contained below. Nothing herein shall prevent or prohibit RSSI from selling any of its products or services directly to any customer or other dealers.

C. RESPONSIBILITIES OF THE PARTIES
Dealer represents it is capable of performing under the terms and conditions of this agreement, has sufficient number of trained personnel and an adequate facility to sell the products, and has adequate financial resources to perform to monetary obligations herein. RSSI is the manufacturer and distributor of vehicle barriers, parts and services that are designated in the price sheet and reserves the right, at any time, to delete any products or to change the price thereof as RSSI deems appropriate.

Dealer agrees to:

1. Be a non-exclusive dealer of the products.
2. Sell directly to the end user.
3. Maintain full-time personnel knowledgeable in the proper use and the operation of the products.
4. Acknowledge RSSI trademarks are, and will remain, the sole property of RSSI.
5. Comply with all laws and regulations applicable to this agreement.
6. Acknowledge prices are FOB RSSI's facility.
7. Acknowledge prices do not include tax.
8. Acknowledge all orders are subject to acceptance by RSSI.
9. Receive delivery by RSSI of all products, parts, and services for which its purchase orders are accepted by RSSI.
10. Understand lead-time for fulfillment of orders may vary and all delivery dates are estimates. RSSI shall not be responsible for failure to deliver products or services on time or fill orders when such delay or failure results from causes beyond RSSI’s control. Under no circumstances shall RSSI be liable to the dealer or its agents, customers or any other persons for late delivery or non-delivery, for any special or consequential damages whether based on lost
goodwill, lost profits, work stoppage, the impairment of other goods, breach of contracts, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to such a person. Dealer shall indemnify and hold harmless RSSI from all loss, costs, damages, cost proceeding, suits and claims arising from or in connection with dealer’s delivery, service or installation of product.

11. Extend to dealer’s customer RSSI’s applicable standard printed product warranty which is in effect at the time of sale. Dealer understands that no other warranty is expressed or implied.

12. Set up and install products following RSSI’s product documents, plans and instructions and explain proper operating and safety instructions to end user.

13. Acknowledge it is an independent contractor responsible for its own expenses in connection with this agreement.

14. Inspect all products immediately upon delivery and give written notice to RSSI within 10 days of receipt of any claim that the product does not conform to the terms of the order. If dealer fails to give such notice, the dealer shall be deemed to have accepted the product and will be bound to pay in accordance with the terms herein.

15. Obtain authorization from RSSI to return products. Products returned to RSSI without authorization will not be accepted. RSSI is not required to accept returned products from dealer, with the exception of defective units or demonstration units. All products must be returned in good condition. Dealer agrees to pay restocking charge of 25% of RSSI’s original invoice amount on approved product returned, excluding custom options. Custom options listed on the products price list are not returnable. Dealer agrees to pay refurbishing charges for any products returned should refurbishing be required. All return shipments must be pre-paid. Dealer will pay for freight charges on all returned shipments. RSSI will refuse any shipment returned freight collect.

16. Acknowledge this agreement shall be construed and enforced in accordance with the laws of the state of Florida.

RSSI agrees to:

1. Grant to dealer a non-exclusive right, on the terms and conditions contained below, to purchase, inventory, promote and resell RSSI products and services.

2. Promote products covered by this agreement through various channels including trade shows, media and direct marketing.

3. Provide at no charge and upon request a sufficient number of data sheets and other promotional materials for the purpose of promoting the sale of products. If dealer desires large quantities of data sheets or other materials for special promotions, RSSI shall use its best efforts to accommodate the dealer but may require the dealer to pay for a portion of the costs involved.

4. Make products available to dealer at the prices indicated on the most current dealer price list.

5. Grant dealer the unrestricted right to unilaterally determine the prices at which it resells the products.

6. Maintain adequate inventory for parts and make every effort to meet delivery dates.

7. Provide the end user with a warranty in the form contained in the documentation supplied with the product.

8. Provide reasonable sales and technical support for the products.

D. OWNERSHIP AND RESTRICTIONS

RSSI or its licensors retain all ownership and intellectual property rights to the products. Third party technology that may be appropriate or necessary for use with some RSSI products is specified in the program documentation. Such
third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and not under the terms of this agreement.

Dealer may not:

- remove, deface or modify any barrier markings or nameplates affixed to the product
- duplicate or reproduce any software or product documentation
- cause or permit reverse engineering, disassembly or de-compilation of the product
- sell any product that is not in original and unmodified condition
- prepare or issue any price quote, proposal, letter or agreement under the name of RSSI
- assume or create any obligation in the name of or on behalf of RSSI.

E. TRADEMARKS / TRADE NAMES
Dealer is hereby licensed to use RSSI’s name and trademarks in the normal course of distributing RSSI products and services and performing related services under this agreement. Dealer agrees not to use RSSI’s name as part of dealer’s name or in any manner which would misrepresent the relationship between dealer and RSSI. Dealer may represent itself as an “authorized dealer” of RSSI, and, with prior approval of RSSI, may use RSSI’s name and product related trademarks on signs or other advertising or promotional material. Dealer’s license to use RSSI’s name and trademarks is limited and dealer shall abide by restrictions and limitations imposed by RSSI from time to time. Upon termination of this agreement, dealer shall immediately cease representing itself as a dealer of RSSI and shall cease use of RSSI names and trademarks and any signs or other material, of whatever nature, identifying dealer as a dealer of RSSI shall be removed or obliterated.

F. ORDER PROCESSING AND RETURNS
RSSI will employ its best efforts to fill dealer’s order promptly on acceptance, but reserves the right to allot available inventories among dealers at its discretion. Except for RSSI’s products that are defective at the time of sales to dealer, RSSI shall not be obligated to accept any products that are returned. In the event such returns are accepted, RSSI may impose a reasonable restocking charge, not to exceed 25% of current dealer price.

G. TERMS OF SALE
All orders shall be confirmed by a written purchase order to RSSI. A 25% charge for engineering, design and stage one fabrication is due with purchase order. All sales of RSSI products to dealer shall be made pursuant to this agreement at such prices and on such terms in effect on the date RSSI accepts the dealer order. No partial shipment of an order shall constitute the acceptance of an entire order. All orders that have to be negotiated with a GSA provider involved will be subject to an amount lesser than a normal dealer sale would generate and will have to be negotiated by both parties before the sale is approved. All prices are FOB RSSI’s facility, unless otherwise stated. RSSI agrees to properly pack all items for shipment.

H. PAYMENT
Dealer acknowledges the importance to RSSI of dealer’s sound financial operation and dealer expressly represents that it will (a) maintain and employ in connection with dealer’s business and operations under this agreement such working capital and net worth as may be required to enable dealer properly and fully to carry out and perform all of
dealer’s duties, obligations and responsibilities under this agreement, and (b) pay promptly all amounts due RSSI in accordance with terms of sale extended by RSSI from time to time.

Payment terms are 2/10 net 30, which means full payment (the total outstanding on the invoice) is due on or before the 30th calendar day (including weekends and holidays) after products were dispatched by RSSI and a prompt payment discount of 2% can be taken by dealer if full payment is received within 10 days of the dispatch of the products. Transit time is included when counting the days, i.e. a purchase in transit for 7 days before receipt has just 23 additional days until payment is due to RSSI. If payment is not made within the specified time periods, an interest penalty of 1.5% per month on the unpaid balance begins accruing on the 31st day. If RSSI has to contract with a collection agency for the lack of dealer payments, dealer agrees to pay any and all costs incurred by RSSI in the collection of any amounts owed. Should RSSI bring suit against dealer for collection of monies owed, dealer shall be responsible for all costs of suit and collection including reasonable attorney's fees incurred by RSSI. Payment will be by wire transfer, cashier's check or approved company check.

I. CANCELLATION / RESCHEDULING
Dealer may cancel or reschedule any order for products or services with 30 days written notice prior to the estimated shipment date without penalty. Deposits paid will be retained as damages for order cancellations but damages will be accessed accordingly and the balance of the deposit will be returned within a normal period of time.

J. EXPORT
Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the products and services. You agree that such export control laws govern your use of the products and any service deliverables provided under this agreement. You agree to comply with all such export laws and regulations.

K. DISPUTE RESOLUTION PROCESS
If you have a dispute with RSSI you agree to promptly send written notice to: RSSI Barriers, 6530 Highway 22 East, Panama City, Florida, 32404, USA  Attention: Dispute

In the event of a dispute, the following procedures shall be the sole and exclusive procedures for resolution:
1. The parties agree to attempt to resolve any dispute arising out of or related to this agreement through negotiation, which will be commenced by written notice to the address provided herein.
2. If the dispute is not resolved within 10 business days of the non-notifying party’s receipt of notice then the dispute will be settled by binding arbitration in accordance with JAMS Arbitration Rules and Procedures, as amended by this agreement. The costs of arbitration, including the fees and expenses of the arbitrator, will be shared equally by the parties unless the arbitration award provides otherwise. Each party will bear the cost of preparing and presenting its case. The parties agree that this provision and the arbitrator’s authority to grant relief will be subject to the United States Arbitration Act, 9 U.S.C. 1 -16 et seq. (“USAA”), the provisions of this agreement, and the ABA-AAA Code of Ethics for Arbitration in Commercial Disputes. The parties agree that the arbitrator will have no power or authority to make awards or issue orders of any kind except as expressly permitted by this agreement, and in no event will arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator’s decision will follow the plain meaning of the relevant documents, and will be final and binding. The award may be
confirmed and enforced in any court of competent jurisdiction. All post-award proceedings will be governed by USAA.

3. The procedures set forth above will be the sole and exclusive procedures for resolution of disputes between parties arising out of or relating to this agreement; provided, however, that a party without prejudice to the above procedures may seek injunctive relief in a court of competent jurisdiction at any time in the event of a breach (or threatened breach) if in its sole judgment such action is necessary to preserve the status quo. Despite such action, the parties will continue to participate in good faith in the procedures specified in paragraphs

L. NONDISCLOSURE

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement, to hold each other’s confidential information in confidence for a period of 3 years from the date of disclosure, and to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

M. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: acts of war, hostility, sabotage; acts of God; electrical, internet, or telecommunication outage not caused by the obligated party; government restrictions including the denial or cancellation of any export or other license; and, other events outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written request. This section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for products delivered or services provided.

N. 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. The failure of either party to insist upon the performance of any part of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right as respect to further performance.

O. INDEMNIFICATION

RSSI agrees to protect dealer and hold dealer harmless from any loss or claim arising out of inherent defects in any RSSI product, provided that dealer gives RSSI immediate notice of any such loss or claim and cooperates fully with RSSI in the handling thereof. Dealer agrees to protect RSSI and hold RSSI harmless from any loss or claim arising out of the negligence of dealer, dealer’s agents, employees or representatives in the installation, use, sale or servicing of RSSI products or arising out of any representation of warranty made by dealer, its agents, employees or representatives with respect to RSSI’s products that exceed RSSI’s limited warranty.
P. TERM
The term of this agreement shall be for a period of one year, commencing on the effective date hereof. This agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other notice of non-renewal not less than 30 days prior to the end of the then current term or unless this agreement is otherwise terminated as provided herein.

Q. TERMINATION
Unless otherwise provided by applicable state law, either party shall have the right to terminate this agreement for any reason upon 30 days written notice and immediately if any breach of this agreement has not been remedied within 30 days written notice or either party enters into liquidation, receivership or takes or suffers any similar action in consequence of debt. Upon termination for any reason, all amounts owed to RSSI will become immediately due and payable.

R. GENERAL
Dealer is not an agent of RSSI. Nothing in this agreement or any other document shall constitute or be deemed to constitute a relationship between the parties other than that of a manufacturer (seller) and value added reseller (buyer). Neither party shall have the right to enter into any contracts or binding commitments in the name of or on behalf of the other.

This agreement can only be amended in writing, duly signed by both parties. No modification or waiver of any of the provisions herein or any future representation, promises or conditions in connection with the subject matter hereof shall be binding upon RSSI unless made in writing and signed on its behalf. A mere acknowledgement or acceptance of any order inconsistent with the terms of this agreement, with the making of deliveries pursuant thereto, shall not be deemed an acceptance or approval of any such inconsistent provisions.

This agreement is binding and embodies the entire understanding of the parties.

This agreement is personal and rights hereunder are not assignable nor are the obligations imposed upon the dealer delegable without the written consent of RSSI. Dealer may not assign this agreement or any provision thereof to another party without the written approval of RSSI.

RSSI reserves the right to deal directly with anyone. Nothing herein shall prevent or prohibit RSSI from selling any of its products directly to any customer or other dealers.

This agreement shall be governed by the laws of the State of Florida. Any suit to enforce any of the terms hereof shall be brought in the courts of Bay county in Florida and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction of said court. Except for actions for nonpayment or breach of RSSI’s proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than 2 years after the cause of action has accrued.
S. NOTICES
Any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to dealer: If to RSSI:
________________________________ (company) RSSI Barriers, LLC
________________________________ (address) 6530 Hwy 22 E
________________________________ (address) Panama City, FL 32404
________________________________ (address) (850) 871-9300
________________________________ (address) (850) 871-4300 FAX

The effective date of this agreement shall be ______________________, 201__.

Dealer Name: _______________________________ RSSI Barriers, LLC
Authorized Signature: _______________________________ Authorized Signature: _______________________________
Name: _______________________________ Name: _______________________________
Title: _______________________________ Title: _______________________________
Signature Date: __________________________ Signature Date: __________________________