

## DISTRIBUTOR & DEALER AGREEMENT

This DISTRIBUTOR & DEALER AGREEMENT, hereinafter called “Agreement”, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Volta Air Technology Inc called “VAT” having its principal place of business at 2150 21000 Westminster HWY, Richmond V6V 2S9, Canada and \_\_\_\_\_ “Distributor”, registered in \_\_\_\_\_, principal place of business at \_\_\_\_\_.

The parties desire to and hereby do enter into a distributor/supplier relationship, the governing terms and mutual promises of which are set out in this Agreement.

### 1. EXCLUSIVE RIGHTS

1.1 VAT grants to Distributor for resale, and Distributor accepts, the NON EXCLUSIVE right to sell and distribute in \_\_\_\_\_ (JURISDICTION), VAT’s reefer vans, transport refrigeration units, and AC units (the “Products”) under the trade name “Volta Air” during the term of this Agreement.

1.2 VAT agrees to make available and to sell to Distributor such quantities of Products as Distributor shall order from VAT at the prices and subject to the terms set forth in this Agreement.

### 2. TERM AND TERMINATION

2.1 Term: The initial term of this Agreement is (1) year. The Agreement will automatically renew for successive one (1) year terms, unless it is earlier terminated by either party, which requires submitting a Notice of Intention to Not Renew 30 days prior to the end of the year.

2.2 Termination:

(a) Either party may terminate this Agreement for cause or for convenience, by giving thirty (30) days written notice to the other party.

(b) Either party may immediately terminate this Agreement with written notice if the other party:

(i) materially breaches any term of this Agreement and such breach continues for thirty (30) business days after written notification thereof; or

(ii) ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under any Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors.

### 3. DISTRIBUTOR OBLIGATIONS

3.1 Qualification: Distributor shall own and operate a legally registered business in the JURISDICTION, and possess commercial premises to conduct Distributorship related activities. Ideally, Distributor will be an established “Automotive Refrigeration, HVAC or AC Business”. Distributor shall submit a copy of its business license to VAT within 10 business days after signing of this Agreement.

3.2 Advertising Distributor will advertise and/or promote Products in a commercially reasonable manner and will transmit as reasonably necessary product information and promotional materials to its customers using marketing materials provided by VAT. Distributor will not pursue advertising or promotional activities that portray VAT products in a way that is inconsistent with or contrary to the advertising and promotional standards of VAT.

3.3 Installation: Distributor warrants that it has or will have and maintain a network of certified Dealers and Installers with qualified staff (i.e., HVAC certified installers) and necessary equipment for the purpose of providing adequate installation and maintenance services to its customers. Distributors will obtain and maintain a full understanding of the VAR installation requirements and will be fully responsible for executing these guidelines. VAT will not honour the product warranty as a result of faulty installation.

3.4 Product Orders: Distributor shall place order with VAT in its own name and account, and shall not place order for distribution by others.

3.5 Customer Services: Distributor shall be responsible for post sale customer services pursuant to the guidelines of VAT and shall not pass such services on to VAT.

## 4. VAT's OBLIGATIONS

4.1 Delivery and Pickup: VAT shall ship Products pursuant to approved Distributor purchase order(s) ("Purchase Order"). Products shall be shipped to Distributor's designated depot or warehouse or other specified location, or be picked up by authorized representatives of Distributor.

4.2 Product Availability: VAT agrees to maintain sufficient Product inventory to fill Distributor's orders.

4.3 New Products: VAT shall endeavour to notify Distributor any new Product which may be distributed by Distributor.

4.4 Advertising and Marketing Materials: VAT will provide marketing materials to the Distributor and support Distributor for generating leads and customers through digital marketing and digital advertising in the jurisdiction(s) identified in this Agreement.

4.5 Training: VAT will provide necessary training and full technical support to Distributor for the first installation, tech support, user manual and all relevant documentations. If travel of staff is required for the first installation, VAT will cover the travel cost of its own engineers and trainees to VAT's location or travel of VAT's technicians and engineers to the Distributor location.

4.6 Warranties:

(i) VAT provides to Distributor a 12 day warranty upon receipt of shipment. Distributor should open and inspect all shipment within this time frame.

(ii) Any claim for warranty shall be void unless it complies fully with the claim procedure specified by VAT.

(iii) Shipping cost for warranted parts shall be covered by VAT.

(v) Distributor who receives Purchase Order in shipments agrees, if required, to return parts that are replaced under warranty upon VAT's request.

(vii) Visible Damage: Any claim arising from visible damage to Products shipped shall be filed by Distributor within 5 business days upon its receipt of the Products, together with pictures evidencing the damage claimed.

(c) No Warranty: VAT express warranty shall not apply to any Product damaged as a result of any accident, negligence, use in any application for which the Product is not designed or intended under the terms of this Agreement, modifications after the fact including combination with products or accessories not specifically authorized by VAT or by any other causes unrelated to defective workmanship, materials or manufacture.

(d) Disclaimer of Warranties: The warranty is to the sole intended purpose of the functionality of the refrigeration products. No remedies are for cosmetics, esthetics, appearance, coloration or any other attributes that doesn't damage the functionality of the item.

## 5. DISTRIBUTOR PRICING AND PAYMENT

5.1 Pricing: VAT offers two series of price, named Wholesale/Distributor Price and Discounted/Distributor Price, with different qualification requirements. All prices are set out In Addendum A in US dollars. VAT may modify prices at any time with a minimum of thirty (30) days advance notice to Distributor.

Distributor shall have sole discretion as to the selling price of Products to its customers.

5.2 Discounted Price: Distributor is qualified for Discounted Price. See Addendum A.

5.3 Payment Terms: Unless VAT has, in its discretion, determined to extend credits to Distributor, payment for each Purchase Order by Distributor may be made by certified check, wire transfer, credit card (with a 1.5% transaction fee).

## 6. MARKETING SUPPORT

6.1 Sales Brochures: VAT will provide Distributor with a reasonable supply of marketing and sales brochures.

6.2 Demos: If required by Distributor, VAT will provide Distributor with all required installation and demo equipment that will be required for marketing and expanding Distributor's sales..

6.3 Trademarks: The Products may bear certain trade names, trademarks, trade devices, logos, codes or other symbols of Volta Air (the "Trademarks"). VAT hereby grants to Distributor the non-exclusive, royalty-free right to use the Trademarks for the purpose of carrying out the activities described in this Agreement, provided that Distributor will not be entitled to conduct business under any of the Trademarks or derivatives or variations thereof. All use will ensure to the benefit of the VAT and will not vest in Distributor any rights in or to the Trademarks.

## 7. INDEMNIFICATION

7.1 General Indemnity: VAT is supplying products with the understanding that you, as the Distributor, have the appropriate licenses, training, experience and insurance to perform installation safely and legally. VAT accepts no responsibility in the event any property damage or injury occurs to users or installers of VAT's products except those damages that related to the sole intended purpose of the functionality and usage of the refrigeration products.

7.2 Limitation of Liability: Neither party shall be liable to the other for lost profits of business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages. VAT's liability with respect to any Products shall in no event exceed the amount actually paid by Distributor to VAT less taxes and charges for shipping and insurance.

## 8. GENERAL PROVISIONS

8.1 Notices: Any notice which either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) by mailing the same by registered or certified mail, return receipt requested, to the party to whom the party is directed at the address of such party as set forth at the beginning of this Agreement, or such other address as the parties may hereinafter designate, and (iii) by email, fax or text communication subsequently to be confirmed in writing pursuant to item (ii) herein.

8.2 Governing Law: This Agreement shall be accordance with the laws of British Columbia.

8.4 Force Majeure: Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.

8.5 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.6 Incorporation: of all Exhibits Each and every exhibit referred to hereinabove and attached hereto is hereby incorporated herein by reference as if set forth herein in full.

8.7 Severability: A judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found to be valid.

8.8 Binding Effect/Assignment: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors and permitted assigns. This Agreement shall not be assignable by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld.

8.9 Entirety: This Agreement constitutes the entire agreement between the parties regarding its subject matter.

8.10 Confidentiality: Each party acknowledges that in the course of its obligations pursuant to this Agreement, it may obtain certain information specifically marked as confidential or proprietary ("Confidential Information"). Each party hereby agrees that all such Confidential Information communicated to it by the other party, its parents, affiliates, subsidiaries, or Customers, whether before or after the date of this Agreement, shall be and was received in strict confidence, shall be used only for the purposes of this Agreement, and shall not be disclosed without the prior written consent of the other party, except Confidential Information which (i) is already known to the recipient of such Confidential Information ("Recipient") at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the Recipient; (iii) is received from a third party without similar restrictions and without breach of this Agreement; (iv) is independently developed by the Recipient ; or (v) is lawfully required to be disclosed to any government agency or is otherwise required to be disclosed by law.

**DISTRIBUTOR or DEALER**

By: \_\_\_\_\_

(Authorized signature)

(Printed Signatory's Name)

(Printed Signatory's Title)

**Volta Air Technology Inc.**

**2150 21000 Westminster HWY, Richmond, BC V6V 2S9**

By: \_\_\_\_\_

(Authorized signature)

(Printed Signatory's Name)

(Printed Signatory's Title)

**NOTE: THIS DOCUMENT IS FINALIZED UPON RECEIVING AND AGREEING PRICING TABLE (ADDENDUM A) BY the "DISTRIBUTER".**

## **Addendum A**

### **Volta Air Price List January 2018**