



Gear Box Pro Ltd.

www.gearboxpro.com

Gear Box Pro Ltd. and the undersigned Dealer, principle for _____
Company Name or Corporation #

agree that the following terms and conditions constitute the dealer-manufacturer agreement.

This agreement supersedes any prior agreement made between Gear Box Pro Ltd. and the above named Dealer.

1. Authorized Dealer Status

At the sole discretion of the manufacturer, an Authorized Dealer List will be posted on the Gear Box web site.

Possession of our confidential dealer pricing does not constitute being an authorized dealer.

Gear Box Pro Ltd. reserves the right to limit "Authorized Dealers" from access to specific product lines.

2. Dealer Responsibilities

Authorized Dealers must submit advertising proofs and get written approval from the Company to advertise in trade magazines, local publishing add copy, e-mail or web news letters. The Dealer agrees to maintain a functioning web link to Gear Box Pro Ltd. on their web site(s). The Dealer is required to provide current information about itself on file with the Company. This includes, location address(s), phone numbers, e-mail and web info of the Dealer and the names of all sales staff representing the Dealer. The Dealer agrees to not publish any sales promotion pricing of Gear Box Products below the current Dealer MAP price column.

3. Dealer Web Access Codes

When available, Gear Box Pro Ltd. will provide the Authorized Dealer with a dealer access code to enable On-Line order processing at Dealer prices.

Gear Box Pro reserves the right to activate, change, or de-activate the Dealer access code.

The Dealer agrees to keep this access code, all dealer pricing, including all administrative correspondence to and from Gear Box Pro Ltd., as confidential.

The Dealer agrees to report the discovery of any manufacturing defect within 3 business days.

Current return authorization procedures are posted on the Company web site and may be changed periodically.

4. Product Integrity

Neither you nor your employees, contractors, agents or any other person may modify, reverse engineer, decompile, decrypt, or otherwise disassemble any of the Products, in whole or in part. Gear Box reserves the right, upon reasonable notice, to have independent auditors examine your facilities and records regarding such practices. Furthermore, you agree that you will not remove, alter, cover or obfuscate any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to or on the Products without the express written authorization of Gear Box. By purchasing these products, you are agreeing to these terms.

5. Termination

Either party, with or without cause, may terminate this agreement at any time, with 30 Days written notice. When mutually agreed the time can be reduced but not increased. Upon Termination, the Dealer agrees to remove all Gear Box Pro promotional info & advertising from their retail location(s), web site(s) and other media on or before the termination date and at no cost to Gear Box Pro Ltd.

I have read and understand the above terms and conditions and hereby agree to them.

Principle of Authorized Dealership

Address

Company Name or Corporation #

Phone

Fax

Principle Cell

Name as It Appears in DBA

Email Address

Web Address

Requested Product Lines:

Power Cube
Cable Cube
SLS Rack Patch
SLP Power Distro
M.A.R.S. Audio & Power

Gear Box Pro Ltd. (president)

Starting Date Of Agreement

Gear Box Pro Use Only

Authorized For:

Power Cube
Cable Cube
SLS Rack Patch
SLP Power Distro
M.A.R.S. Audio & Power

Principle of Authorized Dealership

SS# or FED ID# (IRS#)