



TECHSHELL

SCRATCH FREE

7171 N. Davis Hwy., Pensacola, FL 32504 Phone: 888-830-1285 X701 Fax: 305-359-3261
Email: hbekele@techshell.com www.techshell.com

Want to Become a Reseller for Techshell, Inc?

If you want to become a reseller, please fill out the following information.

Company:

DBA (if applicable):

Billing Address:

City:

State:

Zip:

Phone:

Fax:

Web Site:

Contact 1:

Contact 1 Email:

Contact 2:

Contact 2 Email:

Contact 3:

Contact 3 Email:

Contact 4:

Contact 4 Email:

Contact 5:

Contact 5 Email:

Shipping Address:

City:

State:

Zip:

Country:

Phone:

Fax:

Reseller Certificate (US Customers):

In order to complete the reseller application, Techshell, Inc must receive a copy of the reseller certificate or a faxed copy. The application will not be authorized until the reseller certificate is received. The reseller certificate can be faxed to 305-359-3261, Attn: Reseller Certificate.

Please read below the terms and conditions, if you agree please sign, date and fax to 305-359-3261, Attn: Terms and Conditions.



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1) DEALER AGREES TO:

As a reseller part of the consideration to Techshell, Inc® for entering into this Agreement, Reseller specifically covenants and agrees that, at Reseller's sole cost and expense, Reseller shall:

(a) Comply and cooperate with all marketing or promotional policies or programs instituted by to Techshell, Inc® in connection with the display, demonstration, or promotion of the Products.

(b) Maintain an accurate record of each sale of each Product which shall consist of at least the model number of the Product in question, its serial number, the date of sale, the name and address of the purchaser, and the name and address of the person to whom the Product in question is delivered, if not the purchaser, or any such other information as to Techshell, Inc® or Reseller may be required by law or regulation to maintain and Reseller shall furnish to Techshell, Inc® with such information within 10 days of written request from to Techshell, Inc® for such information.

(c) Notify to Techshell, Inc® in writing of any claims against to Techshell, Inc® or Reseller or relative to or in any way connected with any of the Products, and of any threatened claims or adverse action in any way related to the sale, offering for sale, promotion, maintenance, or performance of the Products, or any of them, within 3 days of knowing, or having reason to know of, such claim, threatened claim or adverse action.

(d) Not make any representation or warranties with respect to the Products other than as may be authorized by to Techshell, Inc® from time to time in product brochures prepared and distributed by to Techshell, Inc® and other than as contained in the warranty package.

2) DEALER'S REPRESENTATIONS

Reseller represents and warrants that:

(a) Reseller is engaged in the business of the retail sales, that Reseller possesses the technical facilities and ability to promote the sale and use of the Products, and that Reseller is desirous of and will use its best efforts in developing demand for and selling the Products.

(b) Reseller is duly licensed and authorized by the appropriate federal, state, or local governmental or regulatory bodies or agencies to carry on its business.

(c) Reseller will maintain a minimum coverage of \$1,000,000 dollars Liability insurance.

(d) The execution, delivery, or performance of this Agreement or any provisions of this Agreement is not and will not be in violation of any law, regulation, consent decree, or court order applicable to Reseller or its businesses.

(e) Reseller is not and will not be bankrupt and there is no judgment, legal or administrative proceedings, including, without limitation, any voluntary or involuntary bankruptcy actions, pending against Reseller.

3) TERM OF APPOINTMENT

(a) This Agreement shall be for a term of one year and will automatically renew on the anniversary date.

(b) This Agreement may also be terminated at any time upon not less than 30 days written notice by one party hereto to the other, in which event this Agreement shall terminate on the date set forth in such notice.

(c) This Agreement shall automatically terminate in the event Reseller breaches this Agreement, fails to pay for any Products according to the terms in effect at the time Reseller's order was accepted, becomes insolvent, is the subject of voluntary or involuntary bankruptcy proceedings, or is placed into liquidation or receivership, or any procedure for settlement of debts, including an assignment for the benefit of creditors.

(d) No termination of this Agreement shall release Reseller from any obligation that may be accrued or owed to Techshell, Inc® (whether then or thereafter due to Techshell, Inc®) as of the termination date. Techshell, Inc® shall not be liable to Reseller by reason of the termination of this Agreement, for any expenditures, investments, commitments, or any losses or damages of any kind, whether direct, indirect, special, consequential, incidental or otherwise.

4) ACCEPTANCE OF AND PAYMENT FOR ORDERS

(a) All orders which Techshell, Inc® receives for the Products from the Reseller are subject to acceptance by Techshell, Inc®. Techshell, Inc® will use its best efforts to fill the accepted orders as promptly as practicable, subject, however, to delays caused by availability, governmental orders or requirements, transportation conditions or delays, labor or material shortages, strikes, riots, fires, or any other cause not within Techshell, Inc®'s control. In all such cases, Techshell, Inc® will use its best efforts to advise Reseller in advance of any inability to make full and timely delivery or any of the Products which Reseller has previously ordered; the orders for which Techshell, Inc® has accepted.

(b) Techshell, Inc® shall sell the Products to Reseller, subject to the terms and conditions of this Agreement, at the prices set forth in its then current price list, such price list will be furnished to Reseller not later than ten (10) days preceding the date on which the prices are to take effect. Techshell, Inc® reserves the right to change the prices of any or all of the Products from those shown in its present or any future price list.

(c) Reseller shall pay Techshell, Inc® for any of the Products shipped by or on behalf of Techshell, Inc®, the prices set forth in Company's price list, in accordance with such terms and conditions as may be in effect at the time the order for such Products is placed. Interest shall accrue on all delinquent amounts at the rate of one and one-half (1-1/2%) percent per month (eighteen [18%] percent per annum) from the date of invoice.

(d) In the event that Techshell, Inc® institutes litigation to collect sums owed by Reseller, Reseller shall be responsible for reasonable attorneys' fees and costs incurred by Techshell, Inc® in connection with the litigation, if a judgment in Techshell, Inc®'s favor is entered in the litigation.

(e) Whenever Techshell, Inc® shall deliver or cause to be delivered to a common carrier any Products ordered by Reseller, whether or not the particular carrier shall have been designated in the shipping, or routing instructions of Reseller, Techshell, Inc® shall not be responsible for any delays or damages in shipping and the common carrier to which Techshell, Inc® has delivered such Products is hereby declared and mutually agreed to be deemed the agent of Reseller and not of Techshell, Inc®. Title to any Products shall remain in Techshell, Inc® until payment therefore is made. Risk of loss of the Product passes to Reseller upon delivery to the carrier for shipment.

5) USE OF NAME AND TRADEMARKS

(a) Reseller acknowledges the validity of all trademark registrations of and ownership of all trademarks and names used in connection with any of the Products by Techshell, Inc® or such other company or companies which have permitted Techshell, Inc® to use any of such trademarks or names in the United States. Reseller specifically agrees and acknowledges that his promotion and sale of any of the Products shall not vest any right to the use of any of the trademarks or names associated with any of the Products, and that any use by Reseller of any of such trademarks or names is by permission of Techshell, Inc® or the legal owner of such trademarks or names.

(b) Upon request of Techshell, Inc® and in any event upon the expiration of the term of this Agreement or upon early termination of this Agreement, Reseller shall discontinue its use of any of the trademarks or name associated with any of the Products, and thereafter shall not use any of such trademarks or names directly or indirectly in connection with its businesses, nor use any other name, title, or expression so nearly resembling any of such trademarks or names as would be likely to lead to confusion or uncertainty or to deceive the public.

(c) Reseller shall not represent or disclose to any persons outside of its authorized sales location or locations its status as a Reseller of or relation with Techshell, Inc®.

6) NOTICE OF CLAIMS

(a) If, during the original or any extended term of this Agreement, Reseller has any reason to believe that he has any claim against Techshell, Inc® with respect to any transaction growing out of this Agreement, he shall notify Techshell, Inc® in writing within ten (10) days after he knows or has reason to know the basis of any such claim. Failure to give the written notice required by this Paragraph shall relieve Techshell, Inc® of any liability in respect to such claim.

7) SECURITY

(a) Until the purchase price for all Products ordered by Reseller and shipped by Techshell, Inc® has been paid in full, notwithstanding the actual delivery of any of the Products to, and the possession of such Products by Reseller, title to the Products shall remain in Techshell, Inc®; but such Products, after shipping, shall be at the risk and expense of Reseller as to loss, destruction, theft, damage, taxes, and charges of every kind. In the event Reseller resells or delivers any of the Products prior to payment therefore, title to the proceeds shall be in Techshell, Inc® until the full purchase price due Techshell, Inc® has been paid in full.

8) TERMINATION

(a) This Agreement shall terminate, in whole or in part, upon the expiration of the time period set forth in Paragraph 5 hereof. In any event, Techshell, Inc® shall have the option of terminating this Agreement, with or without notice to Reseller upon the breach by Reseller of any of its covenants contained in this Agreement, including Reseller's failure to pay any amount when due hereunder.

9) MISCELLANEOUS PROVISIONS

(a) No other Agreements. This Agreement contains all agreements between the parties with respect to the subject matter hereof and no other agreement, understanding or any other memoranda, written or oral, shall supersede, modify, amend, or otherwise alter the terms of this Agreement, unless it is in writing and is executed by all the parties hereto after the date hereof.

(b) No Assignment. Reseller may not, voluntarily or involuntarily, assign this Agreement, in whole or in part, to any other person or entity without the prior written consent of Techshell, Inc®. For the purpose of this Agreement any change in ownership, regardless of

the percent changed, or any change in key management personnel constitutes an assignment and is prohibited hereunder unless Techshell, Inc®'s prior written consent is received. Techshell, Inc® may assign this Agreement, in whole or in part, to any other person without the consent of Reseller.

(c) **No Waiver of Performance.** The failure of Techshell, Inc®, at any time, to require performance by Reseller, or the failure of Techshell, Inc® to declare a breach of this Agreement, shall not operate as a waiver of any provision of this Agreement or of Techshell, Inc®'s rights' hereunder.

(d) **No Agency.** This Agreement does not constitute Reseller as the agent or legal representative of Techshell, Inc® for any purpose whatsoever. Reseller is not granted any express or implied right or authority by Techshell, Inc® to assume or to create any obligation or responsibility in behalf of, or in the name of Techshell, Inc®, or to bind Techshell, Inc® in any manner or thing whatsoever.

(e) **All questions or controversies arising out of, or in any manner relating to this Agreement shall be submitted for arbitration to the American Arbitration Association, said arbitration to be conducted at Newport Beach, California, and the award or decision made by the arbitrator or arbitrators designated by the American Arbitration Association shall be binding upon the parties hereto and a judgment consistent therewith may be entered in any court of competent jurisdiction.**

(f) **Laws of Florida Control.** The parties hereto declare that in entering into this Agreement they have contracted with reference to, and adopted, the laws of the State of Florida and the construction and interpretation of the terms and provisions of this Agreement and the rights and obligations of the parties hereunder shall be interpreted and construed under an pursuant to the laws of the State of Florida, except in such cases and to such extent as the laws of another jurisdiction shall necessarily control. By their execution of this Agreement, Techshell® and Reseller specifically agree to be subject to jurisdiction in the State of Florida, County of Escambia.

Signature:

Date: