



Authorized Dealer Agreement

Kitchen Concepts Unlimited LLC ("KCU") and the undersigned counterparty ("Dealer") hereby enter into this Authorized Dealer Agreement (this "Agreement") as of the date set forth on the signature page hereto (the "Effective Date").

Dealer will be considered an "authorized dealer" during the term of this Agreement. To qualify and remain an authorized dealer of KCU products, Dealer must adhere to this Agreement at all times.

Please read the following provisions carefully, as this Agreement is a binding legal agreement between Dealer and KCU with respect to the purchase and resale of Butterie® and any other KCU product(s) ("Product" or "Products"). This Agreement does not require Dealer to purchase any Products from KCU and does not require KCU to sell any Products to Dealer, provided that this Agreement shall govern all Product sales to Dealer.

The terms and conditions of all Product sales to Dealer are limited to those contained herein. Any additional or different terms or conditions in any form delivered by Dealer, including any purchase order, are hereby deemed to be material alterations and notice of objection to them and rejection of them are hereby given. Dealer may issue a purchase order for administrative purposes only. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of this Agreement or any purchase order or invoice.

This Agreement sets out the terms and conditions on which: (a) KCU authorizes Dealer to resell certain designated Products on a nonexclusive basis; and (b) KCU will sell such Products to Dealer in order to allow Dealer to re-sell such Products to customers as expressly authorized in this Agreement.

In consideration of the mutual covenants herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- Sales Restrictions:** Dealer will not sell on any third-party websites, webstores, applications, or other platforms, auction sites, or marketplaces, including but not limited to Amazon.com, eBay.com, Alibaba.com, and Overstock.com.
- Sell to Retail Consumers Only:** Dealer is solely authorized to sell Products to end customers. Without limiting the foregoing, Dealer may not sell, consign, or otherwise transfer Products (a) in bulk to B2B accounts, wholesalers, or freight-forwarders/drop-shippers for other retailers, or (b) to any other dealer for the purpose of online or cross-border resale, aka "transshipping." Dealer agrees to take all reasonable and necessary steps to confirm that Products are not being resold by its customers to other resellers.
- Qualifying Locations:** Without KCU's prior written consent, Dealer may only sell Products if Dealer maintains one or more physical brick-and-mortar stores, in which case Dealer may also sell Products on Dealer's company-owned and operated website(s), Dealer's printed catalog, or any temporary storefronts (events, trade shows, pop-up stores, etc.) operated by Dealer.
- Minimum Orders:** Product orders may be subject to any minimum order requirements specified by KCU from time to time, and such minimum order requirements may be adjusted by KCU at any time in its discretion with or without notice to Dealer. The current minimum order requirement for each Product is set forth on the Minimum Order and Minimum Advertised Price Policy for each authorized Product (each, a "Product Policy Sheet"), a copy of which for each currently authorized Product was provided to Dealer in connection with this Agreement and which may be updated or modified by KCU from time to time in its sole discretion.
- Minimum Advertised Price Policy:** Dealer shall have sole discretion as to the selling price of Product to its customers. Although the Dealer shall have sole discretion as to the selling price of Product, Dealer agrees to adhere to KCU's then-current Minimum Advertised Price Policy as set forth on a Product Policy Sheet, a copy of which for each currently authorized Product was provided to Dealer in connection with this Agreement and which may be updated or modified by KCU from time to time in its sole discretion.
- Terms of Payment:** First time orders must be paid in full via credit card prior to shipment. For all subsequent orders, KCU may elect to invoice Dealer and any such invoice shall, unless otherwise agreed to in writing, be due and payable within 30 days of receipt. KCU shall be entitled to interest at a rate of ten percent (10%) per annum on any overdue amounts outstanding. Dealer shall indemnify KCU for all of KCU's reasonable costs and expenses (including without limitation reasonable legal fees) associated with the collection of any unpaid amounts due and payable hereunder or for

any charges incurred by KCU due to any late payment (including without limitation any bank charges for insufficient funds). Time for payment by Dealer shall be of the essence. Dealer will not have the right to claim compensation or to set-off against any amounts which become payable to KCU herein or otherwise.

7. **Taxes and Shipping:** In addition to any payments due KCU under this Agreement, Dealer shall pay amounts equal to any taxes or other amounts, including state sales taxes, however designated, which are levied or based upon such payments, or upon this Agreement. Dealer agrees to provide KCU with a state resale certificate, if required by state. In addition, Dealer will be responsible for all shipping costs regardless of whether KCU or Dealer selects the carrier.
8. **Cancellation / Delay by Dealer:** Dealer may not cancel Product orders that have been processed for shipment by KCU. Subject to the foregoing, Dealer may, on written notice of cancellation received by KCU no less than five (5) business days prior to actual scheduled shipment date, cancel Product orders for pre-ordered Products or Products on backorder.
9. **Returns:** Dealer must accept all Products tendered under this Agreement. Under no circumstances is Dealer permitted to reject Products or to return Products without KCU's prior written consent. Defective Products may be returned only with a "Product Return Authorization" ("PRA") provided by KCU prior to return. Credit for returns complying with PRA procedures will be issued by KCU only upon receipt and inspection of returned Product within 30 days of receipt of returned Product. All returns must be in the original KCU packaging and contain all items provided with the Product. Dealer must prepay freight and all related transportation costs for all returns; risk of loss passes upon delivery to KCU. Notwithstanding the foregoing, no Product returns will be accepted after 90 days of Dealer's receipt of such Product.
10. **Marketing Collateral:** KCU may provide available data, images, photos, and other varieties of information regarding Products that is intended to support marketing and sale of Products (collectively "Information"). KCU hereby grants Dealer, during the term of this Agreement, a royalty-free, non-exclusive and revocable license to distribute, display and promote the Information solely for the purpose of advertising, promoting and selling the Products on the terms hereof. KCU may revoke such license at any time if, in the determination of KCU, Dealer's use, marketing, distribution, display or promotion is detrimental to the Product and/or the business and affairs of KCU or otherwise objectionable to KCU in its sole discretion.
11. **Product Warranty:** KCU provides its standard Product limited warranty statement with the Product for end user customer benefit ("Customer Warranty"). Dealer agrees to provide its customers with notice of the KCU Customer Warranty. The Customer Warranty applies only to sales by authorized dealers and will be void with respect to any sales of Products by Dealer following expiration or termination of this Agreement. EXCEPT AS SET OUT IN THIS SECTION, KCU PROVIDES NO WARRANTIES TO DEALER AND EXPRESSLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS, PROMISES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY, DURABILITY, COMPATIBILITY, OPERATION OR USE OF THE PRODUCTS OR THAT THE PRODUCTS WILL MEET ANY PERSON'S REQUIREMENTS OR THAT ANY OR ALL DEFECTS WILL BE CORRECTABLE.
12. **Warranty Service:** In the event of a failure of a Product sold by Dealer to comply with the Customer Warranty, Dealer customers may, subject to the terms and conditions of the Customer Warranty: (a) contact KCU for service assistance; and (b) KCU will make the determination whether a replacement product can be sent to the customer. All costs of shipment shall be borne solely by the end-user customer.
13. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL KCU, ITS SHAREHOLDERS, AFFILIATES, CONTRACTORS, SUPPLIERS AND AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY, THE "KCU PARTIES") BE LIABLE TO DEALER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFIT OR REVENUE, COSTS OF DELAY, LOSS OF TIME OR INCONVENIENCE OR COSTS OF PROCURING SUBSTITUTE PRODUCTS) EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THE KCU PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KCU PARTIES' TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE CAUSE OR FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE ACTUAL AMOUNTS PAID BY DEALER TO KCU UNDER THE APPLICABLE ORDER IN RESPECT OF THE PRODUCTS SUBJECT TO THE CLAIM. ALL DISCLAIMERS AND LIMITATIONS SET FORTH HEREIN SHALL APPLY REGARDLESS OF THE NATURE OF ANY CAUSE OF ACTION OR DEMAND (INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION) AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY REMEDY CONTAINED HEREIN.

14. **Indemnity:** Dealer hereby agrees to indemnify and hold harmless the KCU Parties and their successors and assigns from and against all liabilities, obligations, costs, losses, demands, actions, proceedings, claims, damages and penalties (including, without limitation, all legal costs and costs of enforcement) incurred or suffered by any of the KCU Parties and arising out of or relating to Dealer's performance or breach of this Agreement.
15. **Title:** If Dealer makes payment in advance, title to and ownership of any Product purchased hereunder shall pass to Dealer on delivery of such Product by KCU to a carrier; otherwise title to and ownership of such Product shall not pass to Dealer and shall remain with KCU until Dealer has paid all payments and other amounts owing to KCU under this Agreement in full and has performed all obligations under this Agreement with respect thereto in full; thereupon, title to and ownership of such Product shall vest in Dealer without further act. Risk of loss shall remain with KCU until any Product is received by a carrier contracted by Dealer. If such Product is shipped using a carrier contracted by KCU, then risk of loss shall remain with KCU until such Product is delivered to Dealer. Dealer is solely responsible for filing carrier claims for Product that is lost or that Dealer believes is damaged, defective or unmerchantable as a result of the carrier.
16. **Term:** This Agreement shall commence on the Effective Date and remain in full force and effect for such period of time as Dealer is engaged in the resale of any Product purchased pursuant to this Agreement, unless earlier terminated in accordance with this Agreement. Either party may terminate this Agreement (i) for any reason at any time by giving thirty (30) days prior written notice to the other party; or (ii) immediately upon written notice in the event of a material breach of this Agreement.
17. **Specifications:** Product features, dimensions and other specifications set forth by KCU sales literature and/or any other Information are subject to change by KCU at any time and at KCU's sole discretion. KCU may, without affecting its obligations under any accepted order for Products, make changes in the specifications of the Products delivered under any order from those contained in sales literature or Information.
18. **Confidentiality:** Dealer acknowledges that it may be exposed under this Agreement to confidential information relating to KCU's business, including but not limited to the terms of this Agreement, quantities of Products, dollar volumes, revenues of Products, wholesale prices, customer lists, minimum advertised prices, KCU policies, and similar information. Dealer agrees that, commencing on the date hereof and for a period of three (3) years after the termination or expiration of this Agreement, Dealer will not disclose to any third party (except to Dealer's employees, agents, and contractors solely as required to fulfill the terms of this Agreement and only if such third parties agree to be bound by an obligation of confidentiality that is the same as or similar to the provisions of this Section) any such confidential information without the prior written consent of KCU. Dealer will treat such confidential information with the same degree of care used to protect its own confidential business information. The confidentiality obligations of Dealer will not apply to any information which (a) is in the public domain or becomes part of the public domain through no fault of Dealer or its representatives; (b) is known by Dealer prior to the disclosure thereof (as established by documentary evidence); or (c) is independently developed by Dealer personnel without benefit of or reference to the confidential information (as established by documentary evidence). Confidential information also may be disclosed to legal or regulatory authorities as may be required by law in the reasonable judgment of Dealer's attorneys. Dealer will notify KCU prior to any such disclosure so that KCU may seek a protective order or other appropriate remedy, and Dealer will not oppose action by KCU to obtain such an order or remedy.
19. **Entire Agreement and Amendment:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, purchase or sales orders, negotiations and discussions, whether oral or written, of the parties. As used herein, the term "Agreement" shall include any such future modifications, amendments, supplements or other changes hereto. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, heirs and permitted assigns. KCU reserves the right to modify, amend, supplement or change the terms and conditions of this Agreement at any time upon notice to Dealer, and Dealer is responsible to review this Agreement, as may be modified, amended, supplemented or changed, each time Dealer submits an order for Products. Dealer's transaction of business with KCU following any such modification, amendment, supplement or change to this Agreement constitutes Dealer's agreement to follow and be bound by this Agreement as so modified, amended, supplemented or changed. No waiver of any provision in this Agreement shall be binding unless agreed in a writing signed by an authorized officer of the waiving party.
20. **Intervening Events:** KCU shall not be liable for delay or failure in performance resulting from acts or events beyond the control of KCU, including but not limited to strikes or labor or industrial disturbances, civil disturbances, acts, orders, legislation, regulations or directives of any government or other public authorities, acts of public enemies, war, terrorism, riots, sabotage, blockages, embargoes, shortages of labor, materials and suppliers, delays or failures of suppliers, lightning, earthquakes, fire, storms, hurricanes, floods, washouts, explosions and/or other acts of God.
21. **No Assignment:** Neither this Agreement nor any right granted hereby is assignable by Dealer without KCU's prior written consent. KCU may assign this Agreement at any time without notice to Dealer.
22. **Severability / Waiver:** Any provision of this Agreement that is unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. No delay or omission by a party to exercise

any right or power it has under this Agreement or to object to the failure of any covenant of the other party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

- 23. **Governing Law:** This Agreement shall be governed by, and interpreted under, the laws of the State of California without reference to principles of conflict of laws. Any controversy arising out of this Agreement shall be resolved in a federal or state court of competent jurisdiction located in the State of California, County of Los Angeles. The parties consent to the exclusive jurisdiction of such courts and waive any objection to such venue. Legal process or notices may be served on either party by certified mail, return receipt requested or any other method permitted by the rules of the court in which an action is commenced at the address of each party set forth above. This Agreement shall be construed without regard to the party on whose behalf it was drafted. The parties expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to this Agreement.
- 24. **Inconsistencies:** In the event of any inconsistencies or conflicts between the terms of this Agreement and the terms of any schedules or other documents attached to or relating to this Agreement, the terms of this Agreement will prevail, unless otherwise expressly stated and agreed to in a signed writing by the parties.
- 25. **Notices:** Any notice or other communications given under this Agreement shall be in writing and shall be given by delivery in person, by mail or by electronic communication to the address specified for Dealer on the applicable order.
- 26. **No Agency:** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
- 27. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures or signatures scanned into .pdf (or similar) format and sent by electronic mail shall be deemed original signatures. A copy of this Agreement, stored as a pdf or other similar electronic formats shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the Effective Date.

KCU

Kitchen Concepts Unlimited, LLC, a California limited liability company

By: 

Name: Joelle Mertz

Title: President

Address: 18852 Beechtree Lane
Northridge, CA 91326
Attn: Joelle Mertz
FAX: (213) 378-1609

Dealer

_____ (Print Company Name)

_____ (Print State/Entity Type)

By: _____

Name: _____

Date: _____

Title: _____

Address: _____
