



DEALER AGREEMENT

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Dealer Agreement

This **DEALER AGREEMENT** (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date"), by and between **FLUENT CONVEYORS LLC**, a Colorado Limited Liability Company ("Fluent") whose address is 383 Corona Street, Denver, Colorado 80218, and _____, a _____ ("Dealer") whose address is _____. Fluent and Dealer are each a "Party" and collectively constitute "the Parties."

WHEREAS, Fluent is a conveyor designer and engineering firm; and

WHEREAS, Dealer desires to market and sell the products designed by Fluent subject to the terms and conditions of this Agreement;

WHEREAS, Fluent desires that Dealer market and sell the products designed by Fluent subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment

1.1. Appointment

Subject to the terms and conditions herein and for the term of this Agreement, Fluent hereby appoints Dealer as a nonexclusive independent dealer of the Products and Dealer hereby accepts such appointment. As used herein the term "Products" means the conveyor products and equipment designed, but not manufactured, by Fluent and sold under the "Fluent" trade name. Fluent reserves the right to change or discontinue any of the Products at any time.

1.2. Non-Exclusivity

Dealer hereby acknowledges that the appointment under this Agreement is non-exclusive. Fluent reserves the right to appoint additional dealers, sales representatives and agents in connection with the sale of Products; Fluent reserves the right, at any time, to sell Products directly.

1.3. Independent Purchaser Status

Dealer is an independent purchaser and seller of Products. Dealer shall not be considered an agent, employee, partner or legal representative of Fluent for any purpose. Dealer shall be responsible for all of its own costs, expenses, tax obligations and employees.

1.4. No Assignment

Dealer shall not appoint any third party to perform any of Dealer's obligations under this Agreement without the express prior written consent of Fluent, which consent may be withheld in Fluent's sole and absolute discretion. Third parties engaged by Dealer to perform any installation of a Product shall not require Fluent's prior written approval, provided however that Dealer shall be solely responsible for any liability, damages or otherwise incurred in connection with such installation services, as further described in Section 3.5 below,

1.5. Internet Sales Policy

Dealer agrees not to sell any Product over the Internet or any interactive electronic network without prior written approval from Fluent. Fluent reserves the right in Fluent's sole discretion to approve or disapprove of the sale by Dealer of the Products over the Internet or any interactive electronic network. Notwithstanding the foregoing, Dealer can advertise on Dealer's Internet website that it is a Fluent Dealer for so long as this Agreement is in effect.

2. Terms of Sale

2.1. General

Subject to the terms and conditions of this Section 2, Fluent agrees to design and to sell to Dealer such quantities of Products as Dealer shall order from Fluent at the prices and subject to the terms set forth in this Agreement. However, Fluent reserves the right to refuse to make available to sell to Dealer its Products should Dealer fail to pay Fluent according to the terms set forth herein, fail to meet any other terms of this Agreement, or for any other reasonable basis.

2.2. Orders

- a) All orders for Products shall be made by Dealer's written purchase orders, signed by a duly authorized employee of the Dealer and sent to Fluent and shall be subject to all of the terms and conditions set forth in this Agreement and in Fluent's then-current Customer Terms and Conditions (as described below) and invoice which are incorporated herein by reference. By placing each order hereunder, Dealer confirms its agreement with and acceptance of all such terms and conditions. In the event of any discrepancy between the terms and conditions set forth in this Agreement and any additional or different terms or conditions contained in any purchase order or other communication from Dealer, the provisions contained in this Agreement and/or in Fluent's then current Customer Terms and invoice shall prevail and any such additional or different terms or conditions shall be void and of no effect. No order for any Products shall be binding on Fluent unless accepted in writing by a duly authorized employee of Fluent.
- b) Fluent's Customer Terms and Conditions. Upon each and every sale of a Product by Dealer to any third party customer, Dealer shall include in its written purchase orders a copy of Fluent's Customer Terms and Conditions ("Customer Terms"), which is located at <https://fluentconveyors.com/company/legal/terms-conditions> and is incorporated herein by reference, and which must be signed by the customer and Dealer as a condition precedent to any such sale. Failure by Dealer to receive a fully executed copy of the Customer Terms upon each sale shall be deemed a material breach of this agreement.

a) **Prices.** Fluent and Dealer shall mutually agree in writing upon the price of Products Fluent will sell to Dealer via the Purchase Order duly confirmed by Fluent. Dealer shall also inform Fluent in writing of the price of any Products designed by Fluent that Dealer will sell to any customer or third party prior to finalizing the price of Products Fluent will sell to Dealer. Shipping costs are not included in the price of Products and shall be billed separately after Products have been shipped to Dealer. Dealer shall be solely liable for all shipping costs associated with the Products. All stated prices are exclusive of any taxes (including but not limited to sales or use taxes), fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "**Taxes**"). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Dealer and will be billed on each order unless Dealer represents by checking the appropriate box on Fluent's website that it is tax exempt and uploads an exemption certificate acceptable to Fluent and the applicable taxing authorities. If any exemption certificate presented by Dealer is held to be invalid, Dealer will be charged all applicable taxes or, if Dealer has already made with respect to the order, then Dealer will pay Fluent the amount of the Tax and any penalties and interest related thereto.

2.3. Freight

Freight charges will be included as a budgeted line item in any purchase order. Freight charges added to an invoice may include an amount greater than the freight charges paid to the carrier for handling and administrative expenses, and are not subject to discounts. If the cost of freight increases between the time Dealer has submitted a purchase order and the shipping date, Dealer shall be responsible for the increase of such costs, which will be added as an overage to the invoice. Any freight increase shall be limited to documented increases in carrier charges or commercially reasonable handling costs incurred by Fluent after acceptance of a Purchase Order. In the alternative, in the event of a freight increase, Dealer may request in writing a credit for the original budgeted freight costs, and Dealer shall be responsible for scheduling its own freight.

2.4. Payment

Dealer shall make payment for the Products based on agreed upon terms with Fluent. Any amount owed to Fluent which is not paid when due shall bear interest at the rate of 1.5% per month (but no more than the highest rate permitted by applicable law). Dealer shall reimburse Fluent for all costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Fluent in collecting any payment owed to Fluent hereunder.

2.5. Delivery

Unless otherwise agreed in writing by the parties, Fluent will deliver the Products FOB from the location of the Products (the "**Delivery Location**"), using Fluent's standard methods for packaging and shipping. Risk of loss or damage of the Products will transfer to Dealer as each shipment is placed in the hands of the carrier at the Delivery Location. If the carrier is unable to deliver the Products to the Dealer's specified location because Dealer or its customer has failed to provide appropriate instructions, documents, licenses, or authorizations, then: (i) risk of loss to the Products will be deemed to have passed to Dealer; (ii) the Products will be deemed to have been delivered to Dealer or its customer and (iii) Fluent, at its option, may store the Products until Dealer or the customer takes possession of them, at which time Dealer will be liable for all costs and expenses resulting from the failure of delivery (including but not limited to the cost of storage and insurance). Title passes to the customer upon payment in full for the Products.

2.6. Retention of Title

Notwithstanding Section 2.4 hereof, title to the goods shall remain with Fluent until receipt of the full payment of the purchase price from the Dealer. To the extent legal title to the goods shall be deemed by law to pass to Dealer at the time of delivery and prior to performance of all of Dealer's obligations hereunder, equitable title shall remain in Fluent until payment in full of the purchase price, and Dealer shall grant, and by acceptance of the goods shall be deemed to have granted, to Fluent a first security interest in all goods to secure payment of the purchase price and other amounts owing by Dealer and performance of all of Dealer's obligations to Fluent. Fluent may reclaim any goods delivered to Dealer or in transit if Dealer shall fail to make payments when due. Subject to the provisions of this Agreement and pursuant to the provisions of the Uniform Commercial Code in effect in the state(s) in which Dealer is organized and operates, for the purposes of securing payment by Dealer to Fluent under this Agreement, Dealer hereby grants to Fluent a security interest in the "Dealer Collateral", defined below. For the purposes of this Agreement, the term "Dealer Collateral" shall mean: All personal property in which Dealer now or hereafter owns or acquires any interest or right, together with all present and future attachments, accessions, replacements, substitutions, additions and renovations thereto or therefor, and together with all products and proceeds thereof, including, without limitation, all insurance proceeds from any policy of insurance covering any of the foregoing property now or hereafter acquired by Dealer. The term "Dealer Collateral" shall include, without limitation, all of Dealer's right, title and interest in its cash, cash equivalents, accounts receivable, intangible assets, inventory, equipment, supplies and fixtures. Dealer acknowledges and agrees that Fluent shall have the right to file a UCC-1 Financing Statement with the applicable Secretaries of State to perfect the interests of Fluent in the Dealer Collateral or its proceeds.

2.7. Warranty

All sales to Dealer shall be subject to Fluent's standard Limited Warranty in effect at the time of shipment, as defined below. The Limited Warranty is available at <https://fluentconveyors.com/legal/warranty-coverage>.

2.8. Disclaimer of Warranties and Limitation of Liability

2.8.1. The remedies set forth in the agreement are dealer's sole and exclusive remedies for any failure of fluent to comply with its obligations under this agreement. Fluent makes no other warranties of any kind, express or implied, and fluent disclaims all other warranties whatsoever, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. In no event shall fluent be liable for indirect, consequential, incidental, punitive or special damages, including but not limited to any loss of use or under-utilization of labor or facilities, loss of revenue or anticipated profits, lost data, or costs of procurement of substitute goods, regardless of the form of action, whether in contract, tort, or otherwise, even if fluent has been advised of the possibility of such damages or for transportation or other expenses that may arise in connection with such products.

2.8.2. Except for death or bodily injury resulting from fluent's gross negligence or willful misconduct, fluent's total liability for all claims arising out of, or relating to, the products or this agreement will be limited to general money damages in an amount not to exceed the total purchase price for the products giving rise to the claim.

2.9. Offsets

Any credits, allowances or other amounts payable or creditable by Fluent to Dealer shall be subject to offset for any claims or other amounts owed by Dealer to Fluent.

3. Dealer Obligations

3.1. Qualification

At all times during this Agreement, Dealer shall have all requisite corporate or limited liability, as the case may be, power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and Dealer is duly qualified or licensed to do business, and is in good standing or full force and effect, as the case may be, in each jurisdiction in which the character or location of the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary. Dealer shall possess commercial premises to conduct dealership related activities, and possess current general and premises liability insurance policies. Dealer represents and warrants to Fluent that it has all of the appropriate licenses, training, and experience necessary to perform the installation and customer service contemplated by this Agreement in a safe and legal manner.

3.2. Premises

At all times during the life of this Agreement, Dealer shall be in possession of commercial premises whereby it can conduct the activities contemplated by this Agreement.

3.3. Insurance

So long as this Agreement is in effect, Dealer will obtain and maintain a comprehensive general liability insurance policy (including products liability coverage) with a financially sound and reputable insurer which is sufficient to adequately protect

against the risks associated with its activities under this Agreement, including the risks which might possibly arise in connection with the transactions contemplated by this Agreement, and including without limitation, products liability insurance, with minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Dealer agrees to provide Fluent a certificate of such insurance upon request. Dealer shall have Fluent named as an additional insured on all insurance policies.

3.4. Advertising

Although Dealer is not required to use Fluent's marketing materials, Dealer 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, subject to any Non-Disclosure Agreement Dealer signed with Fluent. All promotional material shall be delivered to Fluent for its approval, which approval will not be unreasonably withheld, prior to distribution to customers, potential customers or other third parties. Dealer will not pursue advertising or promotional activities that portray Fluent Products in a way that is inconsistent with or contrary to the advertising and promotional standards of Fluent.

3.5. Installation

Dealer represents and warrants that (i) it has or will have and maintain qualified staff and necessary equipment, or (ii) it will engage third party service providers who have or will have and maintain qualified staff and necessary equipment, for the purpose of providing adequate installation and maintenance services to its customers for Products. Fluent is not responsible for installation and regular servicing of Products. Dealers will be solely responsible and liable for obtaining and maintaining services to its customers for any and all Products sold to Dealer by Fluent, whether such installation and maintenance services are performed by Dealer or its third-party service providers. Dealer shall, at its sole cost and expense, obtain and maintain a full understanding of the Fluent installation requirements and will be fully responsible for executing these guidelines. Fluent will not honor the Limited Warranty as a result of faulty installation and/or maintenance. For avoidance of doubt, Dealer is responsible for its obligations under this Paragraph in the event it subcontracts installation and/or maintenance obligations out to a third party.

3.6. Customer Service

Dealer shall be solely responsible, at its sole cost and expense, for post-sale customer services pursuant to the guidelines of Fluent and shall not pass such services or costs on to Fluent, except such service or costs expressly covered under the Limited Warranty as set forth in this Agreement.

3.7. Compliance with Law

Dealer shall comply fully with all laws, statutes, ordinances, and regulations of the United States of America and applicable state and local laws that may be applicable to the sale and installation of Products by Dealer.

4. Fluent Obligations

4.1. Delivery and Pickup

Fluent shall coordinate with Dealer the shipping of Products pursuant to approved Dealer purchase order(s) (“Purchase Order”).

5. Confidentiality and Proprietary Rights

5.1. Confidential Information/Non-Disclosure

Dealer acknowledges that it has entered into a Non-Disclosure Agreement dated _____ with Fluent (the “NDA”) and all terms thereof remain in full force and effect. “Confidential Information” is defined therein. If Dealer has not entered into an NDA with Fluent, Dealer agrees to the terms of Fluent’s standard NDA, incorporated herein and available at [Mutual Non-disclosure agreement for Dealer/Manufacturer/Vendor | Fluent Conveyors](#). “Confidential Information” is defined therein. Dealer shall not use the Confidential Information for any purpose other than as provided in the NDA and in order to perform its obligations under the Agreement. Dealer shall not copy or reverse-engineer any Products. Dealer shall bind its customers to the terms of the NDA.

5.2. Trademarks and Trade Names

All Products sold pursuant to this Agreement shall bear Fluent’s trademarks, including logos and trade names. Dealer shall not remove, conceal or alter any such trademarks or add any additional trademarks without Fluent’s prior written consent. Dealer acknowledges and agrees that this Agreement gives Dealer no rights in Fluent’s trademarks. Fluent grants Dealer a limited, non-exclusive license during the term of this Agreement to reproduce Fluent’s trademarks in advertisements and other promotional materials relating to the Products, consistent with Section 3.4 hereof and in accordance with such standards for use of its trademarks as may be established from time to time by Fluent. Such license shall expire immediately upon the expiration or termination of this Agreement. All goodwill arising from Dealer’s use of Fluent’s trademarks shall inure solely to the benefit of Fluent. All advertisements and other promotional materials using Fluent’s trademarks that are prepared by Dealer shall include an appropriate notice indicating that such trademarks are the property of Fluent. Dealer shall not use Fluent’s trademarks or name as part of its corporate or business name, provided that Dealer may identify itself as an authorized dealer of Fluent, only for the duration of this Agreement. Dealer shall not register any of Fluent’s trademarks or any mark or name closely resembling them.

5.3. Injunctive Relief

Dealer agrees that damages may be an inadequate remedy to protect Fluent against any breach by Dealer of the provisions of Section 5 of this Agreement. Accordingly, Fluent shall be entitled to the granting of injunctive relief by a court of competent jurisdiction against any action by Dealer that constitutes a breach of this Section 5.

6. Term and Termination

6.1. Term

The initial term of this Agreement is one (1) year. Thereafter the Agreement will automatically renew for successive one (1) year terms, unless it is earlier terminated in accordance with the terms of this Agreement.

6.2. Termination

- (a) Either Party may terminate this Agreement, with or without cause, 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 ceases to conduct business in the normal course, becomes insolvent, makes general assignment for the benefits 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.

6.3. Rights of Parties on Expiration or Termination

The following provisions shall apply on the expiration or termination of this Agreement:

- (a) Dealer shall cease all sales activities relating to the Products and shall return to Fluent all sales literature supplied by Fluent and all Confidential Information which is then in Dealer's possession or control.
- (b) All amounts due and owing by Dealer to Fluent shall become immediately due and payable and Fluent shall be entitled to reimbursement of attorney's fees that it may incur in collecting such indebtedness;
- (c) Dealer shall cease all use of any trademarks or designs owned by Fluent;
- (d) The expiration or termination of this Agreement shall not release Dealer from the payment of any sums then owing to Fluent or from any other obligations herein provided to be performed after such expiration or termination of this Agreement;
- (e) Upon termination of this Agreement, Fluent may, at its option, by written notice to the Dealer, cancel any orders in full or in part. If Fluent should continue to fulfil an order described in a Purchase Order after the termination of this Agreement, such sales shall be subject to the terms and conditions hereof, and such additional sales by Fluent shall not constitute a renewal of this Agreement.

7. Indemnification

7.1. General Indemnity

Dealer shall indemnify and hold harmless Fluent and its members, managers, officers, directors, agents, employees successors and assigns from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including but not limited to attorney's fees and expenses, arising out of or resulting from Dealer's breach of any of the terms of this Agreement or the installation, operation or any other use of Fluent's Products, including, but not limited to, those claims, actions, demands, liabilities, costs and expenses, and attorney's fees and expenses derived, based upon or that result from property damage, personal injury or death. Fluent is designing Products with the understanding that Dealer has the appropriate licenses, training and experience and insurance to perform installation and customer service safely and legally. Fluent accepts no responsibility in the event of any property damage, injury, or death occurs to users, installers of Fluent Products, or any other third party, at any time.

7.2. Right to Defend

Dealer shall defend any claim under this Section 7 at its sole expense provided that Dealer: (i) is timely notified after Fluent receives notice of such claim; (ii) is solely in charge of the defense (with counsel reasonably satisfactory to Fluent) of and any settlement negotiations with respect to such claim; and (iii) receives Fluent's reasonable cooperation, at Dealer's expense, in the defense or settlement of such claim. Notwithstanding the foregoing, Dealer shall not agree to a settlement of any claim which (x) provides for any relief other than the payment of monetary damages, (y) does not include as an unconditional term thereof the giving by the third party to Fluent a complete release from all liability in respect of such claim, or (z) may reasonably be expected to have a material adverse effect on Fluent, in each case without Fluent's prior written consent, which consent shall not be unreasonably withheld or delayed.

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 whom the notice is directed at the address of such Party as set forth in this Agreement, or such address as the Parties may hereinafter designate.

8.2. Governing Law and Jurisdiction

This Agreement and its effect on the rights and duties of the Parties hereto shall be governed by and enforced in accordance with the laws of Colorado, irrespective of any choice of law considerations to the contrary. Subject to Section 8.13 hereof, each Party hereto agrees that the other Party may institute any action against it in any state court of competent jurisdiction located in the City of Denver, State of Colorado, or in any Federal Court of competent jurisdiction located in the District of Colorado and irrevocably submits to jurisdiction of such courts and waives any objection it may have to either the jurisdiction of or venue in such courts.

8.3. Cooperation

Each Party agrees to execute and deliver such further documents and to cooperate as may be necessary to implement and give effect to the provisions contained herein.

8.4. Failure to Enforce

The failure of Fluent to enforce one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of Fluent's right thereafter to enforce each and every term and condition of this Agreement.

8.5. Counterparts

This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement. Copies of executed counterparts transmitted by facsimile, e-mail or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

8.6. Incorporation of all Exhibits

Each and every exhibit referred to herein and attached hereto is hereby incorporated herein by reference as if set forth herein in full.

8.7. Severability

If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future legal requirement, and if there shall be no material adverse effect with respect to the rights or obligations of any Party under this Agreement in connection therewith: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

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

Other than the NDA, which remains in full force and effect, the terms and provisions of this Agreement (including the Terms and Conditions and Limited Warranty incorporated herein) constitute the entire agreement between the Parties and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement. This Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by any Party to this Agreement (or by any manager, member, director, officer, partner or representative thereof) relating to the matters contemplated by this Agreement.

8.10. Attorney's Fees

Subject to the terms of this Agreement, in the event either Party takes legal action to enforce any right under this Agreement, the prevailing Party shall be entitled to recover all reasonable costs, including attorney fees and expert witness fees.

8.11. Remedies

No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each remedy will be cumulative and will be in addition to every other remedy given hereunder or hereafter existing at Law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

8.12. Non-Disparagement

The Parties will not make any false or defamatory statements regarding each other or their businesses. Specifically, the Parties will not interfere with each other's prospective business relationships by making disparaging statements about each other or their officers, employees, attorneys, and representatives. Further, it is expressly understood and agreed that this non-disparagement provision is an essential provision of this Agreement. As such, a breach of this non-disparagement provision will be deemed a material breach of this Agreement.

8.13. Mediation/Arbitration

In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties shall first attempt to settle the dispute by informal mediation between the executives and/or officers of the Parties and their respective legal counsel. If settlement is not reached via informal mediation, any unresolved controversy or claim shall be settled by arbitration administered by JAMS, Inc. (or other mediation and arbitration service by mutual written agreement of the Parties) under its Comprehensive Arbitration Rules & Procedures (or those of another mutually-agreed upon mediation and arbitration service, as applicable). The number of arbitrators shall be one, to be selected according to the JAMS Rules & Procedures (or those of another mutually-agreed upon mediation and arbitration service, as applicable). The place of arbitrations shall be Denver, Colorado. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), shall be borne by the unsuccessful party, as determined by the arbitrator and/or court, and shall be awarded as part of the arbitrator's award and/or judgment. Nothing in this Section 8.13 will be deemed as prohibiting a Party from seeking an injunctive relief or other similar protective order. This Section shall survive the termination or cancellation of this Agreement.

8.14. Force Majeure

Neither Party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement (other than an obligation to make payments in accordance with this Agreement) where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such Party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes and other labor disputes, embargoes, export control laws, delays in transportation and inability to obtain labor, supplies or manufacturing facilities. In the event that any force majeure event shall prevent Fluent from being able to supply Products to all its customers Fluent shall be entitled to allocate its available supply of Products among its customers in such proportions as Fluent, in its sole discretion, shall deem appropriate.

8.15. Authorization

The undersigned Parties are authorized to enter into this Agreement.

**Fluent Conveyors, LLC,
a Colorado Limited Liability Company**

By: _____

Name: [_____]

Position: [_____]

Date: [_____ / _____ / _____]

DEALER

[_____]

a [_____]

By: _____

Name: [_____]

Position: [_____]

Date: [_____ / _____ / _____]