



DISTRIBUTION OF SMART BRAKE® - TERMS AND CONDITIONS

1. SUPPLIER appoints DISTRIBUTOR as a non-exclusive distributor for the term of this Agreement for the sale and distribution of the SMART BRAKE products.
2. DISTRIBUTOR shall use reasonable endeavours to market, distribute and sell the SUPPLIER's Products. DISTRIBUTOR shall maintain such facilities and trained personnel as may be necessary to ensure that the DISTRIBUTOR is able to meet its obligations under this Agreement.
3. SUPPLIER shall register DISTRIBUTOR on the public distributor list on www.mysmartbrake.com
4. SUPPLIER shall provide DISTRIBUTOR with Products as outlined in the customer web portal (login) on www.mysmartbrake.com
5. SUPPLIER shall provide DISTRIBUTOR with product documentation, user guides and manuals.
6. SUPPLIER shall provide DISTRIBUTOR with relevant digital marketing material, including videos, pictures and text.
7. SUPPLIER shall provide to DISTRIBUTOR all reasonable support, advice and assistance requested by DISTRIBUTOR in relation to the marketing of the Products by DISTRIBUTOR in accordance with this Agreement.
8. DISTRIBUTOR shall make sure all users of SUPPLIERS's products get instructions on safe use, including access to all user manuals and disclaimers.
9. DISTRIBUTOR must not without SUPPLIER's prior written consent make or give any promises, representations, warranties or guarantees on behalf of SUPPLIER; or in relation to the Products (other than those that are mandatory under applicable law).
10. DISTRIBUTOR must comply with all applicable laws, rules and regulations relating to, and must obtain all licences, permits and approvals required in relation to:
 - a. the marketing, promotion and advertising of the Products; and
 - b. the import, export, distribution, sale, supply and delivery of the Products.



Commercial terms

11. SUPPLIER shall provide DISTRIBUTOR with access code to SUPPLIER's online customer portal, where all Products will be made available. Orders outside the Product list can be agreed by email or phone, and shall be confirmed in writing.
12. DISTRIBUTOR is free to set retail price per product according to application and local market conditions.
13. SUPPLIER is free to change product prices at any time. Price change will be communicated in writing 30 days prior to implementation.
14. DISTRIBUTOR shall pay for the Products in accordance with commercial terms as outlined below:
 - a. Net product prices after distributor discount will be quoted in the customer web portal.
 - b. DISTRIBUTOR shall make 100% payment as confirmation of order, if not otherwise agreed in writing with SUPPLIER.
 - c. SUPPLIER will arrange shipment of the order normally within 5 business days from confirmed payment, if not otherwise agreed in writing with SUPPLIER.

Intellectual Property Rights

15. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from SUPPLIER to DISTRIBUTOR or from DISTRIBUTOR to SUPPLIER.

Confidentiality

16. The Parties undertake to treat the content of the Agreement as confidential.
17. Each of the Parties agrees as follows in respect of any Confidential Information received by it from the other Party or the other Party's representatives:
 - a. Not to disclose any Confidential Information to any third party other than the Party's directors, officers, employees, representatives and agents who need to know such Confidential Information in order to perform services specifically requested by the other Party, and who in writing are bound by obligations of confidentiality towards the receiving Party consistent with the terms of this Agreement
 - b. "Confidential Information" of a party shall mean any information disclosed by that party to the other party pursuant to this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature.



Warranties

18. RollerSafe limits all implied warranties (including, but not limited to fitness and merchantability) to one (1) year from the original date of purchase at retail. In the event that the purchaser is unable to provide proof of purchase, it will be at the discretion of the Warranty Service Technician as to whether it will be warrantable.
19. This warranty extends only to the original retail purchaser, and is not transferable.
20. RollerSafe's sole liability from this warranty is limited to repair and replacement of defective product. Under no circumstances shall RollerSafe be held liable for death or injuries to persons, damage to property, or for incidental, contingent or consequential damages or expenses arising from the use of RollerSafe products.
21. Replacement products under this warranty are warranted only for the remainder of the original warranty period.
22. RollerSafe AS warrants this product to be free from defects in materials and workmanship for a period of (1) year from the original date of purchase at retail. It will be repaired, or replaced if, upon inspection at an authorized RollerSafe Service Center and sent to and agreed upon by a RollerSafe Warranty Service Technician, it is found to be defective in materials or workmanship.
23. This warranty does not apply to damage resulting from accidents, abuse, negligence, impact (striking a curb, rail, road hazards, etc), repairs or alterations outside of our authorized RollerSafe Service Center, improper mounting of frames, wheels, or hardware, or mounting with other than RollerSafe products, and is subject to the following terms and limitations:
 - a. Purchasers responsibilities
 - i. The Purchaser must retain a copy of the Original Proof of Purchase from the Dealer.
 - ii. Damaged product submitted for warranty service must be taken, along with the Original Proof of Purchase, to the RollerSafe Dealer before expiration of the (1) year warranty period.
 1. Products returned for warranty service shall be inspected by a RollerSafe Warranty Service Technician.
 2. If the problem is judged by RollerSafe to be due to a factory defect, we will repair, or replace (with an identical or reasonably equivalent product) the product at our election, or we may choose to refund the purchase price (less reasonable depreciation based on actual use) if we cannot readily and quickly provide a replacement.
 3. RollerSafe will return the repaired or replacement product at our expense, but if we determine that there is no defect or that the defect resulted from causes not within the scope of this warranty, storage and or return of the product will be at the customers' expense.



4. The RollerSafe Warranty Manager makes the final determination concerning defects in materials and workmanship.

24. Dealers Responsibilities

- b. Request a copy of the original Proof of Purchase and determine if the product is still under warranty.
- c. Inspect the product to try and make a determination of the defect.
- d. Contact a RollerSafe Customer Service Representative and be prepared to give the following information:
 - (a). Account number.
 - (b). City
 - (c) New or used product.
 - (d). Consumers name (Last, First).
 - (e). Dealer reference number.
 - (f). Product model and size.
 - (g). Original Purchase Date.
 - (h). Serial number.
 - (i). Point of contact phone number.
 - (j).Defect description.
- e. Send package to: RollerSafe Warranty Service, Slettaveien 18, 1555 Son, Norway
- f. The purchaser and or the dealer is responsible for shipping and handling charges to the RollerSafe Service Center along with non warrantable product back from the RollerSafe Service Center.

Termination

25. Either party may terminate this Agreement by giving to the other party not less than 30 days' written notice of termination, expiring at the end of any calendar month.
26. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits any breach of this Agreement, and the breach is not remediable.