

## **DEALERSHIP AGREEMENT**

1. This application shall not be deemed accepted by CWR and thus is not binding on the parties hereto, until this application shall have been duly executed and approved by an authorized officer of CWR.
2. The relationship between CWR, Inc. and Applicant shall be solely that of distributor. Applicant shall have no right or authority to create any obligation of any kind on behalf of CWR or on behalf of any of CWR's suppliers or manufacturers. CWR and Applicant expressly intend that the Applicant shall be an independent contractor and nothing contained herein or stemming from the operation hereof, shall be deemed or construed to create the relationship of employer and employee.
3. Upon acceptance of this application, CWR appoints Applicant as its non-exclusive retail distributor for the sale of CWR air and water filters, hereinafter called the AProducts," at retail or wholesale only, in accordance with the prices and discounts as set forth in CWR's current price and dealer's discount schedule. This schedule is subject to change by CWR with or without notice at any time, and such change or changes shall apply to any order unfilled in whole or in part at the time of such change. Nothing herein shall grant or convey to Applicant exclusive selling rights or privileges, however, no Applicant shall solicit sales, advertise, market, or make deliveries by methods which may be in any way be prejudicial or unfair to any other authorized CWR dealer or representative. applicants agrees to use its best efforts to diligently develop demand for the AProducts≡ and to solicit purchases, thereof, so as to increase the volume of the sales of the AProducts≡ in accordance with prevailing market conditions.
4. Applicant agrees that it shall purchase from CWR any and all replacement filters, parts and materials that it may require for the AProducts≡ that are distributed by CWR. It is the dealer's obligation to make every effort to contact their customers when filter replacements are due in accordance with the manufacturer's recommended filter replacement schedule. If the dealer cannot perform a replacement filter program, then CWR will perform the replacement program to make certain that the customers change their filters.
5. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CWR SHALL IN NO WAY BE DEEMED OR HELD TO BE OBLIGATED, LIABLE, OR ACCOUNTABLE UPON OR UNDER ANY GUARANTIES OR WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND ITS EXPRESS AGREEMENT HEREIN. The only warranty available to Applicant for any filters or related products sold pursuant to this agreement shall be the manufacturer's warranty, if any, disclosed in the packaging with any of such products.

6. The Applicant, upon becoming a distributor, shall not make any performance claims that exceed those certified by the manufacturer, and shall provide all prospective customers with authorized performance data sheets before the customer purchases any filter products. If the dealer makes any unauthorized claims for the "Products" or does not conform to the M.A.P. pricing, these actions are grounds for terminating the dealer agreement by CWR.
7. CWR shall fill distributor's orders for the filters and any related products on a best efforts basis, subject to its existing inventories.
8. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws provisions, applicable to agreements made and to be performed in such state.
9. All advertising, promotional or other marketing plans and materials must be reviewed and approved by CWR prior to being distributed, disseminated, or otherwise made known to the trade, industry or the general public. All such plans and materials shall be ethical and shall conform to the laws of the State of New York and any other state in which the product is marketed, and of the United States, and shall be in contemporary good taste, accurate, truthful and in no way misleading. No such plans and materials shall place CWR or their employees, representatives, or dealers in a false light or in any way be disparaging to the same.
10. Representatives of the efficiency of the AProducts $\cong$  shall be limited to those made by the manufacturer and/or shall not include statements, written or oral, express or implied, that they Asterilize $\cong$  or Akill $\cong$  any derivatives, thereof, any bacteria, parasites, or other impurities which may be contained in air.
11. Representations of the efficiency of the products shall be limited to those made by the manufacturer and/or shall not include statements, written or oral, express or implied, that they Akill $\cong$  or Apurify $\cong$  or any derivatives thereof, any chemicals, particulate matter, bacteria, parasites, or other impurities which may be contained in water. Furthermore, you are hereby notified that the States of California, Wisconsin and Iowa prohibit making **any** health claims relating to the removal of any bacteria.
12. This agreement has been entered into the State of New York, County of Nassau and all questions with respect to the construction of this agreement and the rights and liabilities of the parties shall be governed by the internal laws of the State of New York with regard to its application of conflicts of law rules.

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