

# Authorized United States Retailer Agreement

This Agreement, together with the attached schedule(s) and any addendum hereto, (the "Agreement") is made effective as of the date of its execution ("Effective Date") by and between \_\_\_\_\_ located at \_\_\_\_\_ (herein "Distributor") and \_\_\_\_\_ having a principal place of business located at \_\_\_\_\_ (herein "Retailer").

Retailer and Distributor each acknowledge that the following terms and conditions are essential to maintaining the viability of Distributor's distribution network for VOXX Products and ensuring the success of its Authorized Retailers. The parties agree as follows:

## 1. AUTHORIZED RETAILER'S DUTIES AND FUNCTIONS

- A. **Facility.** Retailer shall maintain quality facilities for on-premises demonstration and sale of Authorized Products.
- B. **Compliance.** Retailer, and its employees, agents, installers, and anyone authorized by them are responsible for compliance with all state, federal and local laws, regulations, FTC consent orders, county and city ordinances and regulations and any other applicable law, regulation, or ordinance. Retailer agrees not to engage in any unfair trade practices. Retailer is responsible for educating its staff on any laws and requirements that pertain to its business. Retailer shall indemnify and hold Distributor harmless from any cost or liability, including costs of litigation and attorney's fees, as may be incurred in defending any civil, criminal, or administrative action brought against Distributor, its officers, employees, affiliates, or agents that may result from any violation of this paragraph. Retailer acknowledges that VOXX has retained a third party to monitor all online sales and pricing for both Retailer hosted websites and third-party platforms to ensure that MAP is being upheld and that unauthorized Retailers are not selling Voxx products.
- C. **Contact Information.** Retailer shall have a physical street address, and a landline telephone number for contact by its customers and must advise customers of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient.
- D. **Returns.** Retailer shall provide post-sale return support for all End-Users that purchase Products from Retailer.

## 2. MARKETING

- A. **Promotion.** Retailer shall not engage in any illegal or unethical promotional actions, including without limitation "bait and switch" practices.
- B. **Adequate Stock:** Retailer shall not advertise or engage in promotional activities concerning any VOXX Product(s) unless Retailer has sufficient supply of these Products on hand to meet the anticipated demand.
- C. **Minimum Advertised Price ("MAP").** Retailer acknowledges that Retailer has been informed of VOXX's MAP (attached as Schedule D) as it applies to the advertisement for sale of VOXX Products from Retailers to End-Users in the Authorized Locations. There is no agreement, express or implied, between Distributor and Retailer with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of Distributor tries to coerce Retailer to agree to the price at which Retailer advertises or resells VOXX Products, such action shall be considered void, unauthorized, and without effect and Retailer shall promptly notify VOXX's Policy Coordinator at [VECmap@voxxintl.com](mailto:VECmap@voxxintl.com) With respect to a Retailer's breach of MAP, the following procedure will apply:
  - For a first offense you will have two (2) days to remedy the issue, if the issue is not addressed your account goes on hold for 30 days.
  - If the offense is not corrected a second notice will be sent to you with an additional two (2) days to remedy the issue and your account will go on hold for a total of sixty (60) days and all backorders will be voided.
  - If the offense is still not corrected and a third notice is sent, your account will be terminated immediately.

## 3. PROHIBITIONS

- A. **No Transshipping:** Retailer shall sell only to End Users. Retailer shall not participate in any way in orders, delivery, barter, trade, or sale of any VOXX Product for resale or other redistribution by or through any other person, business, or entity, including Unauthorized Retailers. Retailer further agrees that it will not export VOXX Products to foreign countries.
- B. **No Internet Sales.** Except with respect solely to Retailer's own hosted website, Retailer is expressly prohibited from selling VOXX Products on third party platforms on the Internet unless an approved Internet Sales Addendum has been agreed to by email by the parties. MAP pricing shall apply to all Internet sales, whether on Retailer's website or authorized third party platforms.
- C. **Authorized Locations.** Retailer may only sell and advertise for sale VOXX Products from Authorized Locations. Distributor hereby expressly prohibits Retailer soliciting or consummating sales outside the Authorized Locations.

## 4. PRODUCT INSTALLATION: Distributor and Retailer acknowledge and agree that the aforementioned limitations will:

- A. Enable Distributor and Retailer to ensure that all retail outlets at which VOXX Products are sold or offered for sale, comply with the standards established by Distributor for Authorized Retailers with respect to the conduct of Retailer's business and the handling of VOXX Products.
- B. Enable Product installation to be performed in a safe manner that maximizes Product performance, reliability and end-user satisfaction.

## 5. DISTRIBUTOR'S DUTIES

- A. **Installation Training:** Distributor will, from time to time, schedule training sessions for the Retailer and Retailer's employees relating to the proper installation of VOXX Products. Retailer is solely responsible for installations performed by Retailer or its agents or employees, and Retailer shall comply with all laws in connection therewith. Retailer agrees to hold harmless and indemnify Distributor from and against any third-party claims related hereto.
- B. **Use of [VoxxUniversity.com](http://www.VOXXUniversity.com):** Upon request, Distributor will provide a password from VOXX that will allow the Retailer access to VOXX's University website, [www.VOXXUniversity.com](http://www.VOXXUniversity.com). All information or material, whether text or graphic, shall at all times remain the exclusive property of VOXX, and all use of said information or material by Retailer will be subject to the terms of this Agreement and the end user license agreement posted on VOXX's University website. Retailer is responsible for protecting the identity of its password and improper disclosure or dissemination thereof may subject Retailer to any resulting liability and forfeiture of access to the website. The availability of [www.VOXXUniversity.com](http://www.VOXXUniversity.com) to Retailer is subject to the terms and conditions of Schedule B.
- C. **Marketing Support:** Distributor may make available from time to time, at its sole and absolute discretion, text, and graphics for advertising, or other marketing material that Distributor deems appropriate for use by Retailer. Retailer will use the materials and other information exclusively to market VOXX Products and not for other products.

## 6. CONFIDENTIAL INFORMATION

Retailer acknowledges that by entering into this agreement Retailer may have access and/or be exposed to confidential and proprietary information of Distributor, including without limitation, price lists, product information, information concerning methods of operations, suppliers, provider lists, and systems. Retailer acknowledges and agrees that such information is confidential and proprietary, and Retailer agrees to keep such information confidential and not disclose it to third parties. Retailer understands and agrees that the release of this confidential information to any third party would cause irreparable harm to Distributor, and that Distributor will be entitled to seek injunctive relief. Should Retailer be found to have violated the confidentiality provision of this Agreement, Retailer will be responsible for any damages, including, without limitation, costs and reasonable attorney's fees arising out of the violation.

**7. INTELLECTUAL PROPERTY**

- A. License. While this Agreement is in effect, Distributor hereby sublicenses the Retailer on a limited basis to use trademarks, copyrights and other proprietary rights associated with the Authorized VOXX Products (the "Intellectual Property") on a non-exclusive basis and for the limited purpose of exercising its rights and performing its obligations under this Agreement. Distributor may revoke this license at any time.
- B. No Property Rights. Retailer shall not acquire any property rights with respect to the VOXX Intellectual Property; all such rights and goodwill are and shall remain vested in and inure to the benefit of VOXX.
- C. Use of Trademarks. The Retailer shall ensure that each reference to and use of any of the VOXX trade names or trademarks by the Retailer in advertising or otherwise is in a manner approved by VOXX's brand guidelines found on the VOXX University website.
- D. Limitations. The Retailer shall not (i) make any modification to the VOXX Products or their packaging, (ii) alter, remove or tamper with any trademarks, trademark numbers, patent numbers or other means of identification used on or in relation to the VOXX Products, (iii) use any of VOXX's trademarks in any way, which might prejudice their distinctiveness or validity, or detract from the goodwill associated with the VOXX trademarks and names, or (iv) use in relation to the VOXX Products any non-VOXX trademarks without obtaining prior written consent from Distributor who shall first obtain the prior written consent of VOXX.
- E. Infringement Notice. The Retailer shall promptly and fully notify Distributor of any actual threatened or suspected infringement of any Intellectual Property of VOXX, of which the Retailer becomes aware.
- F. Business Name. The Retailer shall not do business under any name, designation or website associated with or similar to any mark, trademark, trade name, domain, service mark, copyright, or trade dress of VOXX or any VOXX Products, except upon prior written consent of Distributor.

**8. TERM AND TERMINATION**

- A. Term. The Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided herein. Distributor may terminate this Agreement at will, at any time and immediately upon written notice being delivered to Retailer, and without cause. Retailer may terminate this Agreement upon thirty (30) days prior written notice to Distributor.
- B. No Damages. Neither Distributor nor Retailer shall be liable to the other because of termination, including damages due to loss of prospective profits or because of expenditures, investments, leases, or any other types of commitments made in connection with the business of either of them, but termination shall not relieve either party of its (i) already accrued obligations, (ii) obligations intended to survive termination, or (iii) liability for any actionable breaches of this Agreement.
- C. Effect on Orders. Termination of this Agreement by either party shall automatically cancel all unfilled orders and automatically accelerate the due date of all invoices for VOXX Products to make them immediately due and payable on the effective date of termination.
- D. Repurchase. For thirty (30) days from the termination date, Distributor shall have the option, but not the obligation, to purchase from the Retailer all or any part of the VOXX Products then in the Retailer's stock at the prices the Retailer paid for the VOXX Product, less any discounts and unearned allowances received by Retailer. Upon exercise of this option, the Retailer shall ship the VOXX Products to Distributor at Distributor's expense to such address as Distributor instructs, in good and undamaged condition.
- E. Cease Marketing. As of the effective date of termination, the Retailer shall refrain from selling any VOXX Products after the 30 days' notice and shall refrain from any conduct that would make it appear that it is an Authorized VOXX Retailer. Retailer shall promptly remove from its letterheads, advertising literature, promotional materials, signage, website, and from all telephone and other business directories of any kind all references to VOXX, its Products or trademarks, and any corporate name, trade name, domain or trademark tending to give the impression that any relationship still exists between Distributor, VOXX and the Retailer. The Retailer agrees to ship or destroy, at Distributor's option, VOXX advertising, sales and promotional materials bearing VOXX's names or trademarks.
- F. Website. Retailer agrees that Retailer's right to VOXX's websites shall end and further agrees to cease using the VOXX's websites upon termination of this Agreement. Information provided on VOXX's websites is provided as-is, without representation or warranty of any kind.

**9. ASSIGNMENT:** The rights granted to Retailer under this Agreement are personal in character, and therefore Retailer may not assign, transfer, or sell Retailer's rights under this Agreement without the prior written consent of Distributor. Any such assignment shall be null and void, whether by contract or operation of law.

**10. EFFECTIVE DATE:** This Agreement shall take effect on the date this Agreement is executed by both parties.

**11. EXECUTION:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**RETAILER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**SCHEDULE A**  
**AUTHORIZED U.S. RETAILER AGREEMENT**

**Technical Services Terms and Conditions**

As a service to its valued customers, VOXX provides Technical Services such as the Directech website, Online forums, Phone support, Email support, and Chat support. VOXX has invested significant time, money, and resources in order to develop and maintain these Technical Services for your benefit. In exchange for your using these services, we ask that you comply with the following requirements. We may revoke or suspend your access to VOXX's Technical Services if you do not.

1. To be eligible to use VOXX's Technical Services, you must:
    - a. Be an Authorized Retailer in good standing and offer installation services.
  2. When using VOXX's Technical Services, you must:
    - a. Use the VOXX technical support lines only for assistance with installation of VOXX products.
    - b. Ensure that each log-in is used only by the individual to whom it has been assigned.
  3. VOXX may immediately suspend or revoke your access to VOXX Technical Services without advance notice if you do not comply with the above requirements, or in the following instances:
    - a. Sharing logins with unauthorized Retailers and end users.
    - b. Using the services for programming and/or installing non-VOXX products.
    - c. Accessing Technical support (chat, email, phone) for a non-VOXX product.
    - d. Installing VOXX products in unapproved applications that could create harm to the user or customer.
    - e. Retailer's account lapses into past due standing.
    - f. Retailer ceases to purchase or resell VOXX products.
    - g. Retailer disparages VOXX or any of its brands.
    - h. Retailer loses Authorized Retailer status.
    - i. Termination, expiration or breach of your Authorized Retailer Agreement.
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**Effective 3/1/2022**

**SCHEDULE C**  
**VOXX**  
**UNITED STATES MAP PRICING POLICY**

VOXX recognizes that its high-quality Retailers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our Retailers' efforts, VOXX wishes to establish policies that allow Retailers to earn the profits necessary to maintain the high level of customer excellence people have come to expect.

In order to successfully compete in the marketplace and to maintain its premium brand image, VOXX has announced this Minimum Advertised Pricing Policy. Hereafter, all sales from Retailers to End Users of VOXX products set forth in VOXX's MAP List (available at: <https://VOXXRetailers.com/InformationCenter>)

VOXX products covered, and their associated minimum advertised prices are set forth in the MAP List and shall be delivered or otherwise made available by VOXX to the Retailers. VOXX reserves the right from time to time to alter, modify, suspend, or cancel this Policy, the products covered, and/or the minimum sales prices.

This policy does not restrict the Retailer's right to establish independent advertised and/or resale prices of VOXX products. VOXX reserves the right to determine whether a Retailer has advertised VOXX's products at a net advertised price less than the minimum sales price established in this Policy. Upon such determination VOXX may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Retailer.

This Policy has been adopted by VOXX. VOXX neither solicits nor will it accept assurances by any Retailer of acquiescence with this Policy. Nothing in this Policy shall constitute an agreement between VOXX and any Retailer of compliance with this Policy. This Policy is non-negotiable and will not be altered, modified, or amended for any Retailer.

Combining a Product(s) from the Minimum Advertised Price List with any other product for a sales price lower than the combined price of what the two (2) products could be purchased independent of each other, shall not constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

The issuance of non-VOXX announced rebates (in any form) on a Product(s) listed in the Minimum Advertised Price List shall not constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

Advertising that requests the End User to "see price in cart," "click to see price," "add to cart for best price," "Why we do not show a price?" or a price that is struck through, no price listed or any language or graphic representation that implies, or from which the End User can infer, that the End User click through to the cart to see a price lower than that set forth in the Minimum Advertised Price List, shall not constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

The offer of free shipping on product(s) in the Minimum Advertised Price List shall constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

The offer of a gift card redeemable for value on a future purchase with the purchase of product(s) in the Minimum Advertised Price List shall constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

VOXX, from time to time within its sole discretion, may announce promotion prices and bundles of the products listed in the Minimum Advertised Price List which shall constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

All questions regarding interpretation of this policy, including authority to modify or grant exceptions, will be resolved by the Minimum Advertised Policy Committee at [VECmap@voxxintl.com](mailto:VECmap@voxxintl.com).