



Shoreview Distribution Dealer Agreement

Agreement made this ____ day of _____, ____ by and between Shoreview Distribution, Inc. ("Seller") a Massachusetts Corporation with its principal office at 69 Elm Street Foxboro, MA 02035 and _____ ("Buyer") and if incorporated, incorporated in the state of _____ with its principal office at _____

1. SALE-Seller has agreed to sell and Buyer has agreed to purchase Audio, video, or electronic equipment (Hereinafter "Goods") in accordance with the plans and specifications set forth in the Terms and Conditions of Sale listed in this agreement.
2. PRICE-The total price to be paid to the Seller by the Buyer for the Goods shall be listed on price lists to be provided by the Seller to the Buyer from time to time and shall be subject to change at any time. It is further agreed that such price does not include freight, shipping, delivery and insurance costs, which shall be the sole responsibility of the Buyer.
 - (A) Payment shall be made as follows: The entire amount due by Buyer shall be paid in full, to seller, not later than 30 days after receipt by Buyer of the goods purchased.
 - (B) In the event that the Buyer fails to pay the Seller within said thirty day period, the Buyer agrees to pay the Seller a set fee of 1.5% per month on the unpaid amount due Seller, plus all costs of collection including but not limited to reasonable attorney's fees and costs.
 - (C) Should denial of payment by customer's bank occur for insufficient funds customer agrees to pay \$25.00 as a Handling Fee for each item returned.
 - (D) A Handling Fee of \$7.50 will be added to each order under \$1,500, unless purchased on our website.
 - (E) All checks *are to be made* payable to Shoreview Distribution, Inc.

3. MINIMUM ADVERTISED PRICING ("MAP")
 - (A) Shoreview Distribution, Inc. hereby unilaterally sets the Minimum Advertised Price ("MAP") on any and all products by all means of solicitation, including electronic or print means, including facsimile, Internet Web Site, On-Line Service, Newspaper, Magazine, Newsletter, Direct Mailing, or similar means.
 - (B) This MAP pricing is listed on all price lists from Shoreview Distribution, Inc.
 - (C) MAP pricing does not in any way restrict the actual price that the dealer may sell the product for, nor does it restrict price quotes sent in reply to written solicitations to bid.
 - (D) Dealers who advertise products below MAP pricing will be terminated immediately.

4. ORDERING/DELIVERY/ SHIPPING

All orders and correspondence should be faxed, or emailed directly to Shoreview Distribution, Inc. at 781-784-4680 or orders@shoreview.biz. Orders may also be placed directly on our website.

- (A) All orders are subject to approval by Shoreview Distribution, Inc.
- (B) Terms are Net 30 days with prior credit approval for accounts in good standing.
- (C) New orders will not be shipped until past due invoices have been paid in full.
- (D) It is understood and agreed that the Seller cannot guarantee shipping dates and times for the goods in as much as it is under the control of our manufacturers who are not a party to this agreement.
- (E) Shipment of the Goods purchased shall be via a carrier of Shoreview Distribution Inc.'s choice unless otherwise specified in writing by the customer.
- (F) Televisions larger than 32" as well as large shipments will be shipped via a trucking company unless a waiver is signed by the customer accepting responsibility for loss or damage by shipping UPS or FedEx or a similar transportation company.
- (G) Will call pickups are available in our Foxboro, MA and San Jose, CA ONLY with prior arrangements made in writing with Shoreview Distribution, Inc.
San Jose, CA pickups are subject to a \$12.00 fee.

- (H) Freight charges will be added to all orders except for orders shipping to one location totaling \$15,000 or *more*. **(Behringer, Martin Lighting, Sony Parts, Sony conferencing products, and certain TV's, as well as orders receiving special pricing, and special order items not shown on www.shoreviewdistribution.com are *not eligible for free freight*).**

(I) Buyer shall examine each shipment promptly and shall, within 7 days of receipt of each shipment advise Seller in writing of each item, which is being rejected and the reason(s) for rejection. All items not accepted shall be returned to Seller at the Buyer's expense in original factory boxes and materials and in the same condition as each item was received. Any item not returned within ten days of the notification of rejection to Seller by Buyer pursuant to this paragraph shall be deemed accepted by the Buyer and paid for in full pursuant to the terms of paragraph 2. All shipments with shortages must be reported to Shoreview within 10 days. Defective units may be returned for merchandise credit. A replacement PO must be submitted with defective RA requests. A 15% restocking fee applies to all non-defective returns. Balance due to customer to be paid in the form of a merchandise credit, less 15%. All returns must have prior authorization from Shoreview Distribution, Inc. Merchandise returned without return authorization from Shoreview Distribution, Inc. will be refused. RA's must be returned within thirty days of issue or will otherwise be canceled. Certain sale items including but not limited to software, lenses, batteries, chargers, & Cables and special order items are not eligible for return. It is agreed that Shoreview Distribution, Inc. has rights/ownership to all products invoiced/shipped until the full invoice is paid in full. Service Information: All service and repairs should be directed to the closest authorized Service Center.

5. TERMINATION- It is agreed that the Seller may terminate this contract for any reason provided the Seller give the Buyer thirty days written notice. Such termination shall not relieve the Buyers obligation to pay the Seller all sums due under this agreement, including the Buyers obligations pursuant to Paragraph 2 of this agreement.
6. BUYERS DEFAULT- In the event that the Buyer fails to comply with any term of this Agreement, the Seller shall have the right to terminate this agreement, forthwith and the Buyer shall remain obligated to the Seller for all sums due seller under this agreement.
7. WAIVER- A waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
8. VALIDITY- This Agreement shall be construed under the laws of the Commonwealth of Massachusetts. If any part of this agreement shall be invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. The parties agree and confer jurisdiction upon the Norfolk County Superior or District Court in Dedham, Massachusetts for the resolution of all disputes and or claims between the parties arising from this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

Shoreview Distribution, Inc.
69 Elm Street Foxboro, MA 02035

BY _____ DATE _____
(Buyer)

BY _____ DATE _____
(Seller)

Shoreview Distribution Dealer Addendum- for Behringer

Company: _____ **Date:** _____

City, State: _____ **Phone:** _____

Contact: _____ **E-mail:** _____

Current Shoreview Distribution Reseller: Y / N _____

This DEALER Addendum (Addendum to the "Shoreview Distribution Dealer Agreement") is made and entered into this ____ day of _____, 2010 (the "Effective Date") by and between Shoreview Distribution Inc, a Massachusetts Corporation ("Shoreview Distribution"), and _____, a _____ company, maintaining its principal place of business at _____ ("Buyer").

Qualifying Behringer Dealer applicants ("Buyer") must meet the following requirements:

"Buyer" Duties

Buyer shall:

1.1 If selling via an internet website, provide a separate location on the website where the BEHRINGER and BUGERA branded products can be seen as complete product lines. This separate location must be the destination page if the words BEHRINGER or BUGERA are entered into the search engine for the website. Products may also be listed individually in other areas of the website.

1.2S directly only to end-users; See sect.2.1

1.3 Only publish the Company's minimum advertised price ("MAP") in advertising or promotional material;

1.4 Extend to customers the Company's applicable standard Limited Warranty which is in effect at the time of retail sale. Re-seller understands that no other warranty is expressed or implied

1.5 Conduct operations in strict compliance with all applicable laws and regulations and refrain from any unfair trade practices;

Buyer Restrictions

In order to protect and preserve the value and goodwill of Behringer's Products, and to ensure that Behringers's Products are displayed in a high quality manner, the following conditions shall apply.

2.1 Buyer shall not sell or otherwise transfer products to any person or entity for resale without the prior written consent of Behringer and shall not trans-ship Products, either on a wholesale or retail basis.

2.2 Buyer shall not sell, offer for sale, distribute, or market Behringer Products to any other Buyer/Distributor or any other entity that sells, offers for sale, or engages in the sale, or bidding of Behringer Products via the Internet website known as "eBay", any other internet "auction" site, the World Wide Web, or any other electronic network, except as set forth in Clause 2.4 below. Re-seller agrees to allow the audit of its business records to confirm the absence of unauthorized distribution. Buyer agrees that in the event of a violation of this Clause 2.1, it would be difficult to accurately determine the damage caused to by such unauthorized distribution activities. For this reason, Behringer may seek liquidated damages in an amount not less than \$500.00 for each unit of the Product sold or acquired in violation of this Clause 2.1 and Behringer's costs associated with the investigation, product recovery and cessation of such unauthorized distribution activities.

2.3 Buyer will only publish Behringer's minimum advertised price ("MAP") in advertising or promotional material. MAP applies *only* to advertised pricing in any type of media, such as newspapers, catalogs, online, etc. Buyer may sell the Products at any price.

2.4 Buyer may display Product(s) on Re-seller's website. The Company may, in its discretion, require Re-seller to modify the way in which any particular Product(s) is/are displayed or described on Re-seller's Website.

BEHRINGER & BUGERA USA MAP Policy

Shoreview Distribution administers a unilateral **Minimum Advertised Price (MAP)** program on all BEHRINGER and BUGERA products with an assigned MAP price. The BEHRINGER and BUGERA MAP policy is binding on all Dealers and specifies how they may advertise and promote product prices. Compliance with MAP is compulsory and a condition of on-going authorized dealer status.

MAP Policy applies to all forms of public advertisement, including but not limited to Print, Radio, Television, Newspaper, Flyer, Email, Website, Online Auction, Billboard, Exterior Signage or any other means of communication or media aimed at the public. MAP policy does not apply to products on display in physical premises nor does it restrict the Dealer from selling at any price determined by them.

Dealer is authorized to sell BEHRINGER and BUGERA products **only in the physical locations indicated in the “Dealer Agreement” or on the URLs specified in the “Online Dealer” addendum. Advertising of products for sale on other third-party websites, including Marketplace and Shopping aggregators is strictly prohibited.**

Dealer may not advertise or offer for sale any of the covered products below the published MAP in effect at the time. MAP is to be interpreted at the exact published value and does not allow for price rounding down or omission of decimal values. Prices must be expressed in US Dollars in the exact form they are represented in the price list.

Violations of this MAP policy include the advertising or inclusion of any incentive that has the effect of reducing the product price, by whatever form. This includes Bundles, Coupons, Rebates, Electronic Codes, Add to Basket to See Lower Price or other means through which the net advertised price is presented below the published MAP. Offers of Free Freight are exempt from this restriction. Subject to the added restrictions in online trade, Auction and Marketplace advertising shall use MAP for “Buy it Now”, “Reserve” and starting prices.

Dealer is free to sell products at any price without regard to MAP. Permitted forms of advertising include “Call for Price”, “See in Store” or other similar inducements to negotiate pricing. Dealer may advertise a bundle including any of the specified products only with the express written approval of Shoreview, whose decision is final. MAP does not apply to products that are clearly advertised as “Used”, “Repaired” or “Refurbished”.

Violations of the above-stated MAP policy are subject to sanctions that may include restriction of access to products or outright termination of dealership privileges. Sanctions shall apply across all products and all Dealer locations even if the violation occurred on only in a single instance. Shoreview shall determine at our sole discretion when a MAP violation has occurred and the appropriate action to be taken. Sanctions may be applied gradually or immediately and include:

1. Suspension of Access for 30 Days – Dealer will be suspended from purchasing BEHRINGER and/or BUGERA products for 30 days.

2. Suspension of Access for 60 Days – Dealer will be suspended from purchasing BEHRINGER and/or BUGERA products for 60 days.
3. Termination of Dealer Status – Dealer purchases of BEHRINGER and/or BUGERA products shall be halted permanently.

Any disputes arising from the enforcement of this MAP program shall be settled by Shoreview at its sole discretion without further recourse. Shoreview reserves the right to terminate or reinstate Dealer as it sees fit without further explanation or obligation.

Dealer: _____

Signed: _____

Date: _____

Addendum for Sony Customers

- (a) To maintain a display of the key models of the Products and promotional material pertaining thereto; To resell the products, except as otherwise provided in sub-section (f) below of this paragraph 6, only to bona fide end users at and only at retail locations within the Territory, provided however that the Customer may solicit sales from, and ship Products to, purchasers located in the continental United States or Alaska provided further that the Customer may not export Products outside of the United States;
- (b) Not to engage in any unfair competitive practices including, but not limited to product disparagement and bait and switch practices;
- (c) To sell refurbished Products, if any are sold by the Distributor-Reseller to the Customer, only as such and not as new Products;
- (d) If the Customer sells or advertises any Products on the Internet, to agree to advertise and sell same only in accordance with the additional requirements set forth on the attached "Exhibit 1-Customer Internet Advertising and Sales Requirements"; the Customer must also agree that Consumer Products identified as such on the Division's Price List may not be sold on the Internet. Additionally the Distributor-Reseller may notify the Customer of other Products which may not be sold on the Internet in accordance with notices as may from time to time be provided to the Distributor-Reseller from the Division;
- (e) To sell Consumer and/or General Products, identified as either in the Division's Price Lists, only to business, professional/hobbyist, educational or industrial end users and not for personal, family or household use, and to value-added resellers ("VARs") that meet the following criteria: (i) the VAR must be located within the continental United States or Alaska, (ii) the VAR must purchase Products only for resale as either (a) an integrated part of a system that results from the addition of significant added value to such Products through the VAR's combination of such Products with products or accessories manufactured and/or assembled by or for the VAR for resale (a "System"), or (b) additions to, or substitutions in, an existing System sold by the VAR. Further each Customer of the Distributor Reseller must agree to advertise the Consumer Products only in the continental United States and Alaska and only through conventional business and industrial advertising media directed to business, professional/hobbyist, educational or industrial end users. Each advertisement of such Products must contain a description of the Consumer Product containing at least the following: (i) model number and general description of each such Product; and (ii) description/listing of major features/specifications of each such Product. If a picture of a Consumer Product(s) is included in any advertisement, the picture must be a "catalog" picture or depict a business, professional/hobbyist, educational or industrial application as opposed to personal, family or household application;
- (f) To arrange to service the Products by referral of end-user purchasers to an authorized Sony Service facility authorized for the Products requiring Service.

EXHIBIT 1

CUSTOMER INTERNET ADVERTISING AND SALES REQUIREMENTS FOR SONY

ARTICLE V – PROFESSIONAL AUDIO DISTRIBUTOR

1. In connection with the advertisement of the Products and sale of the Products permitted to be sold on the Customer's website (hereinafter "Internet Products"), the Customer must agree with the Distributor-Customer to:
2.
 - (a) Create a section in the Customer's website identified as the Customer's site for Sony Broadcast and Professional products in a manner and with a name and URL (IP or Internet address) approved by Sony Electronics Inc. in writing (hereinafter the "Customer's Sony Site"). The Customer's Sony Site shall only contain images and information about the Products and explain how to purchase the Internet Products from the Customer (including "shopping cart" access through or from the Customer's Sony Site). The Customer's Sony Site will provide the ability to search for the Products by name, model number and product category within the Customer's Sony Site. The Products must also be able to be located via any product or product category search tool or other locator tool provided in the

Customer's website. All the Products data and images may also be displayed with any competitive product offered by the Customer on the Customer's website, but outside of the Customer's Sony Site, as part of any product category comparison or listing;

- (b) Prominently state in the Customer's Sony Site and at the point the Customer obtains customer shipping information that the Internet Products are available for sale only to bona fide end user Customers and will only be shipped to addresses within Territory;
- (c) Fully comply with the requirements of the Division's Ad Kit, as posted on the Distributor-Reseller's Website, in the advertisement of the Products on the Customer's Website;
- (d) Provide at least the following customer services:
 - (i) A toll-free customer telephone number to answer customer inquiries regarding the Products, their use and related matters, for at least ten (10) hours a day, five (5) days a week, which is adequately staffed with enough individuals to meet anticipated demand and who, in the aggregate, have been trained in the operation, features and benefits of all Products then offered on the Customer's Website or, the functional equivalent provided by some other means;
 - (ii) Conspicuously post on the Customer's Website, at all places where Customer and other personal information is collected, a clear and conspicuous statement of the Customer's privacy including, at a minimum: (a) what personal information may be collected and by what means; (b) who, if anyone, is collecting the personal information; (c) how this information may be used, including with whom, if anyone, it might be shared; (d) the consequences, if any, if the Customer elects not to provide personal information; (e) how Customers can access and, if necessary, change the personal information maintained by the Customer; (f) a general statement about how data security, quality and integrity is ensured; and (g) where and how to ask questions or file complaints;
 - (iii) A secure means of ordering the Internet Products online, including a prominent statement of the level of security provided for such transactions displayed at least on the ordering page(s) of the Customer's Website;
 - (iv) Internet Products order status information (acceptance or rejection) and product availability status within twelve (12) hours of the submission of each order and, if not immediately available, provide the customer with the option of canceling the order;
 - (v) Shipment of the Internet Products so ordered within forty-eight (48) hours of order acceptance; and,
 - (vi) Use one or more reliable delivery service providers capable of proper and safe delivery of the Internet Products ordered to all locations within the United States.

Not conduct auctions of the Products nor sell the Product by auction or substantially similar means from the Customer's Website or through any third-party auction site or facility;

Submit to Sony Electronics Inc. for its review, the Customer's Sony Site and any pages of the Customer's Website, referencing, depicting for describing the Products or the Customer's relationship to Sony Electronics Inc. ("SEL") in advance of initially placing such pages on-line to the general public. Any changes to such approved pages thereafter must be submitted to SEL for review and approval unless the changes made by the Customer are only to incorporate, any change, material, data or pictures supplied to the Customer by SEL or the Distributor-Reseller as authorized by SEL, in which event no submission for review and approval is required. In all cases in which review and approval of content by SEL is required under this provision, the SEL's review and approval shall not be unreasonably withheld or delayed and shall be limited to a review of (i) proper usage of Sony trademarks, logos and trade names, (ii) compliance with the graphical picture quality resolution standard referred to above; (iii) Product performance claims; (iv) verification of offering of only the Products authorized hereby; and, (v) any language or depictions which in the sole opinion of the Division is potentially injurious to the Division's good name, image or reputation.

- (g) **NOT ADVERTISE OR SELL VIA THE CUSTOMER'S WEBSITE ANY PRODUCTS IDENTIFIED AS "CONSUMER PRODUCTS" IN THE DISTRIBUTOR-RESELLER'S PRICE LISTS UNLESS SPECIFICALLY AUTHORIZED TO DO SO PURSUANT TO A SEPARATE AGREEMENT BETWEEN THE CUSTOMER AND SONY ELECTRONICS INC., IN WHICH CASE ALL ADVERTIZING AND SELLING OF SUCH CONSUMER PRODUCTS SHALL BE DONE ONLY AS AUTHORIZED IN, AND IN STRICT ACCORDANCE WITH, ANY SUCH SEPARATE AGREEMENT;** and

(h) Not post or otherwise communicate on the Customer's Website price quotes for Products that do not comply with the Division's CO-OP MAP guidelines then in effect, if any, although the Customer may communicate such price quotes via e-mail, facsimile, telephone, "sail mail" and other means other than the Customer's Website.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

Shoreview Distribution, Inc.

69 Elm Street
Foxboro MA 02035

BY _____
(Buyer)

DATE _____

BY _____
(Seller)

DATE _____

Shoreview Distribution Dealer Application

Legal Business Name: _____

Corporation: _____ Sole Proprietorship: _____ Partnership: _____

Billing Address	Shipping Address (if different)

Phone: _____ Fax: _____ Web Address: _____
Tax Resale #: _____ Years in Business: _____
Business Description: _____

Key Personnel:

Principal: _____ Phone: _____ E mail: _____
Purchasing: _____ Phone: _____ E mail: _____
Sales Manager: _____ Phone: _____ E mail: _____
Accounts Payable: _____ Phone: _____ E mail: _____

Make the switch to *Paperless billing* today and make a positive impact on our world.

SIGN ME UP! E mail: _____

Your invoices will be e-mailed to you and can also be downloaded from the My Account section on our website.

___ We will use a credit card for payment and will not need to supply Trade References

Bank & Trade References:

Please complete or attach a reference sheet if applying for terms.

Bank Name: _____ Account #: _____
Bank Address: _____

Name: _____ Address: _____
Phone: _____ Fax: _____ E-mail: _____
Account #: _____ Contact: _____

Name: _____ Address: _____
Phone: _____ Fax: _____ E-mail: _____
Account #: _____ Contact: _____

Name: _____ Address: _____
Phone: _____ Fax: _____ E-mail: _____
Account #: _____ Contact: _____

The undersigned warrants that the information submitted is true and correct and hereby authorizes Shoreview Distribution to make such inquiries as are necessary to obtain credit information.

Signature of Applicant: _____
Title: _____ Date: _____

*** A resale certificate MUST accompany this paperwork in order to complete this application***
Please Fax: 781.784.4680 or E-Mail to orders@shoreview.biz