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Dealer Agreement

THIS AGREEMENT, to be come effective the - day of _____, 20 (hereafter called "Agreement") between GoBob Pipe & Steel, LLC, with its principal place of business at Mounds OK. (hereafter called "Company") and

 (Dealership Name) (Indicate if Individual, Partnership, or Corporation.)
 with its place of business for the retail sale of Company products covered by this Agreement located at: City _____ County _____ State _____
 Zip _____ (hereafter called "Dealer").

I. PURPOSE

This agreement is to establish the dealer as a Dealer of Company with the non-exclusive right to sell at retail Company Products, including parts and accessories therefore (hereafter called "Products") in the trade area served by Dealer and to establish the responsibilities of the parties.

Company reserves the right to sell, in the trade area served by the Dealer, to federal, state, and local governments and educational institutions.

II. TERMS OF SALE

Upon acceptance by Company of a Dealer order for Products, terms of purchase will be as set forth in Company's most currently published "TERMS AND DISCOUNT SCHEDULE". Company will have right to change the Product offering and their and prices therefore at anytime and from time to time. Prices and terms for Products shall be those in effect on the Date Company accepts the Dealer order. All shipments are F.O.B., Mounds, OK. Company also reserves the right to drop ship from other locations.

III. CREDIT

When credit is extended to a Dealer, dealer agrees that title to all Products with right of repossession for default shall remain with Company until the purchase price is paid in full. Credit will be extended to Dealer after execution and filing of security agreements and related documents satisfactory to Company. At Company's request, Dealer shall provide Company with Yearly financial statements, including complete balance sheet and profit loss statement, and related information Company may reasonably

request. Company shall take reasonable measures to preserve the confidentiality of all such information within the company. Failure by the Dealer to promptly provide such information, or should Company otherwise deem itself insecure, company may suspend or reduce the Dealer's credit limit, or take what other steps necessary to protect Company's interest.

Dealer shall permit person designated by Company, during normal working hours, to enter Dealer's place of business, to inventory Products at Dealer's location and examine, copy and audit all Dealer records and documents relating to the Products.

IV. WARRANTY

Company Products are sold subject only to the applicable Company standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties expressed or implied. Dealer is not authorized to assume, on Company's behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in such Company standard warranty. Dealer shall indemnify and hold Company harmless with respect to any Dealer misrepresentation beyond those with such Company warranty. COMPANY MAKES NO WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

V. DELIVERY

Company shall not be responsible for failure to deliver Products on time or to fill orders when such delay or failure results from causes beyond Company's control.

VI. RESPONSIBILITY OF DEALERS

Dealer shall:

(A) Maintain an inventory of Products in keeping with the sales potential in dealer's area. Dealers are required to purchase a minimum number of products so dealer can effectively service the customers in dealer's area. A dealer may choose not to represent the Company in all products. On the other hand, a dealer will be considered "authorized" and receive referrals for certain products ONLY if Dealer agrees to purchase them and maintain a sufficient inventory. Dealer hereby declares the Company products he requests authorization to represent by checkmark on the products listed below.

Cattle Working Equipment

Hay Feeders

Bunk Feeders

Cattle Guards

- () Continuous Fence
 - () Gates
 - () Hay Bale Accumulators & Grapples
 - () Red Rhino Hay Trailers
 - () Red Ox Hay Trailers
 - () HayRoll Hay Trailer
 - () 2EZ Bale Movers
 - () Competitor Bale Handlers
 - () Single Bale Trailers
 - () Red Rhino Flatbed Gooseneck Trailers
- (B) Aggressively promote the sale of Products, through, but not limited to, advertising, open houses, farm shows, field demonstrations and other applicable gatherings using company's advertising and/or sales promotion material as provided by Company, and by participation in early order and other sales related programs offered by the Company.
- (C) Extend to Dealer's customers Company's applicable standard printed Product warranty, which is in effect at the time of retail sale. Dealer understands that no other warranty is expressed or implied.
- (D) Properly staff and train sales, service and parts personnel with respect to Products, (to include, but not limited to, attending Company sales and service meetings at least once a year if available).
- (E) Set up Products following Company's standard set up instructions and explain proper operating and safety instructions to Dealer's retail customers, together with delivery of applicable written operating and safety instructions.
- (F) Obtain written consent of Company if Dealer intends to open any additional business location for the sale or service of Products or for the purpose of displaying Products at any location other than the business location described above.
- (G) Carefully store and care for all Products for which the Dealer is indebted to Company under this Agreement and protect the same from damage or loss from any cause. Dealer shall maintain insurance of the types, in amount and non cancelable without 10 days written notice to Company from the insurer, covering any such damage or loss, all satisfactory to Company.
- (H) Cooperate with Company's Annual Performance Review, and any other programs to matters pertaining to the administration of this contract.

VII. TERM

The term of this Agreement shall be for a period of 1 year(s) commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of 1 year(s) each unless either party shall give the other notice of non-renewal not less than 30 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

VIII. TERRITORY

Company agrees to provide “protection” as defined herein in the following counties or parishes in the state of _____:

X. PROTECTION

Protection is defined as follows. All inquiries made to Company office resulting from Company’s marketing efforts including website, RFD TV, In Country Television, print media, trade shows etc. will be referred to the Dealer if the person inquiring resides in the Dealer’s territory. Exceptions: 1.) No referral will be made to Dealer if the dealer does not have the products in inventory for which the inquiry was made. 2.) Person inquiring expressly states that they will not do business with said Dealer.

THIS PROTECTION IN NO WAY PREVENTS ANOTHER GOBOB DEALER FROM SELLING IN DEALER’S TERRITORY.

X. TRADE NAMES / TRADEMARKS

Dealer is hereby licensed to use Company’s name and trademarks in the normal course of distributing Company’s Products and performing related services under this Agreement. Dealer agrees not to use Company’s name as part of Dealer’s name or in any manner, which would misrepresent the relationship between Dealer and Company. Dealer may represent itself as an “authorized dealer” of Company, and, with prior approval of Company, may use Company’s name and Product related trademarks on signs or other advertising or promotional material. Dealer’s License to use Company’s name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by Company from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of Company and shall cease use of all Company names and trademarks and any other signs or other material, of whatever nature, identifying Dealer as a dealer of Company shall be removed or obliterated.

XI. COMPETING PRODUCTS

Company agrees to make referrals to Dealer for inquiries on GoBob products from inquirers that reside in the Dealer’s territory. Dealer agrees to obtain express written consent from Company before engaging in the sale, promotion or stocking of a product

that is similar to products offered by GoBob. Violation of this paragraph will be grounds for immediate termination of the dealer agreement and Dealer will be responsible for damages to Company.

XII. GENERAL

- A. Dealer is not an agent of Company nor is Dealer authorized to incur any obligations or make any representations on behalf of the Company.
- B. This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- C. Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of Company.
- D. If any provisions of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- E. No waiver by Company of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.
- F. All understandings and agreements between the parties are contained in the Agreement, which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by Company to dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- G. Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all Agreements Company has with other similar dealers, and replace or substitute such modified or updated agreement for this agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of a dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.
- H. Dealer agrees that application of any provision of this Agreement or related documents, or any other change implemented by Company, if equally applied to all other similar dealers, shall not constitute a change in the competitive circumstances of Dealer.

Dealership Name _____

Mailing Address _____

Physical Address _____

Telephone _____

Fax _____

Email _____

Signature of Authorized Representative

Print Name _____

Title

Date

GoBob Pipe & Steel Sales, LLC Dealer Representative

By _____

Print Name

Date

GoBob Pipe & Steel Sales, LLC Company Officer

By _____

Print Name _____

Date _____

NOTE: Agreement is not valid or in effect until all three parties above have executed Agreement.