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**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Audio-Technica U.S., Inc. ("A-T") and \_\_\_\_\_ ("RESELLER").

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**1. A-T WILL:**

- a. Appoint RESELLER as one of its selected retail resellers at the specific address or addresses and Internet sites and for the specific product categories as determined by A-T.
- b. In the case of orders placed by RESELLER directly with A-T as permitted by this Agreement and accepted by A-T as provided hereunder, furnish the merchandise contemplated for resale pursuant to this Agreement.
- c. Provide advertising support and promotional materials to RESELLER, the nature and amount of such materials to be at the discretion of A-T.
- d. Provide sales help through A-T personnel, the nature and scheduling of which are to be at the discretion of A-T.

**2. RESELLER WILL:**

- a. Accept appointment as an A-T reseller.
- b. Adhere to the Reseller Sales Policies of A-T, except to the extent expressly excluded by A-T from mandatory compliance therewith.
- c. Display, advertise and promote the retail sale of A-T products.
- d. Maintain adequate staff and facilities for display, testing, and demonstration of A-T products at retail.
- e. Maintain a reasonable inventory representative of the A-T line and a reasonable annual volume of A-T purchases.
- f. Use A-T trademarks, trade names and copyrighted materials for the sole purpose of advertising and promoting the sale of A-T products and only in the manner authorized by the Reseller Sales Policies and cease forthwith any use thereof upon termination of this Agreement.
- g. Report to A-T any and all violations or infringements of A-T trademarks, trade names and copyrighted materials.
- h. Engage in no unfair or unethical trade practices and make no false or misleading representations with respect to A-T or its products.
- i. Promptly pay all invoices for merchandise shipped in accordance with the terms of such invoices and this Agreement.
- j. Indemnify A-T from and against all costs, damages and liability arising from any act or failure to act, whether tortious or contractual, arising out of this Agreement or the performance thereof.

**3. RESELLER AND A-T MUTUALLY AGREE:**

- a. With respect to sales directly from A-T to RESELLER, the relationship created herein is that of vendor and vendee. RESELLER is an independent contractor with respect to its performance hereunder, and has no authority to assume or create any obligation on behalf of A-T.
  - b. A-T has the right to discontinue sale of any or all of its products and parts, or to change their design, at any time, without incurring any liability to RESELLER.
  - c. As inducement to A-T for entering into this Agreement, RESELLER represents that it is in a sound and substantial financial position. When reasonably requested by A-T from time to time, RESELLER will furnish such financial statements as may be necessary to enable A-T to determine the financial condition of RESELLER.
  - d. RESELLER must notify A-T in writing when RESELLER moves or establishes a new or different location, branch, or place of business for sale of A-T products, including Internet sites.
  - e. In the absence of A-T's prior written authorization, RESELLER is prohibited from selling, distributing or otherwise providing A-T's products to anyone other than End-Users (as such term is defined in the Reseller Sales Policies). As a condition of A-T's consideration of a request by RESELLER for such authorization, RESELLER shall provide A-T with such information as A-T requests. A-T reserves the right to deny or rescind such authorization in its sole and absolute discretion.
  - f. RESELLER is appointed an A-T reseller by reason of A-T's confidence in RESELLER, which appointment is personal in nature, and, consequently, this Agreement is not assignable by RESELLER, nor are any of the rights granted hereunder assignable or transferable without the written consent of A-T.
  - g. This Agreement may be terminated by either party hereto with or without cause upon 30 days prior written notice. A-T has the right to terminate this Agreement for cause upon 5 days written notice. The term "for cause" includes non-performance of any of RESELLER'S obligations hereunder, including, but not limited to, failure to pay any indebtedness when due, breach of the provisions of paragraph 2i, or any other act or omission by RESELLER which in A-T's sole judgment adversely affects the interest of A-T in promoting the marketing and sale of its products. Neither A-T nor RESELLER is liable to the other in any way because of the termination or expiration of this Agreement and the Reseller Sales Policies.
  - h. In event of termination of this Agreement, A-T reserves the right to repurchase any or all A-T products which may be held in stock by RESELLER at same price paid by RESELLER provided, however, that the right to repurchase is only at the option of A-T. In event of termination, RESELLER must promptly pay all invoices which are unpaid for merchandise shipped, and all such invoices are immediately due and payable.
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# Consumer Reseller Agreement

Audio-Technica U.S., Inc.

- i. A-T's warranty runs to each of the End Users only and is contained on a separate document or documents which accompany A-T products. EXCEPT FOR A-T'S SAID EXPRESS WARRANTY TO END USERS, A-T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO A-T PRODUCTS, THEIR USE, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY TO ANYONE. A-T neither assumes nor authorizes any person to assume for A-T any warranty, express or implied.
- j. A-T SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY IN RESPECT OF A-T PRODUCTS OR THE USE OR FAILURE OF SUCH PRODUCTS, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, AND RESELLER'S SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS INCURRED WITH RESPECT TO A-T PRODUCTS SHALL BE, AT A-T'S ELECTION, THE COST OF REPAIR, REFUND OF THE SELLING PRICE, WHETHER IN THE FORM OF A CREDIT WITH A-T OR CASH, OR REPLACEMENT OF SUCH PRODUCTS. The price of the goods identified is consideration for limiting A-T's liability. No liability results from delay in performance or nonperformance of this Agreement by A-T due to any cause beyond A-T's control.
- k. The substantive and procedural laws of the State of Ohio, USA, disregarding conflicts of law, govern the terms and provisions of this Agreement and the relationship between the parties. Disputes between the parties must be resolved in the state or federal courts located in Summit County, Ohio. Objections to venue are waived, and the parties submit themselves to that exclusive jurisdiction and venue.

## In Witness Whereof,

the parties hereto have caused this Agreement to be executed the day and year first above mentioned.

Reseller \_\_\_\_\_

d/b/a \_\_\_\_\_

Address \_\_\_\_\_

Branches covered by this Agreement: \_\_\_\_\_

Internet sites covered by this Agreement: \_\_\_\_\_

## Reseller

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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## Audio-Technica U.S., Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

