

## Jupiter Avionics Corporation Dealership Agreement

This Dealership Agreement (the "Agreement") shall become effective upon the date of the final signature hereto as set out below (the "Effective Date"), and is made between: Jupiter Avionics Corporation (a company whose principal place of business is in the Province of British Columbia), whose address is 1959 Kirschner Road, Kelowna, BC, Canada V1Y 4N7 and fax number is 778-478-0639 ("JAC"); and \_\_\_\_\_, (a company incorporated in \_\_\_\_\_, whose address is \_\_\_\_\_ and fax number is \_\_\_\_\_ (the "Dealer"). JAC and \_\_\_\_\_ shall be known individually as "Party" and collectively as the "Parties".

### 1. JAC OBLIGATIONS

- 1.1 Provide a reliable and competitive product for resale directly or through distributors to the dealer network for aircraft owners and operators.
- 1.2 Advertising Assistance - Provide promotion and advertising in aviation media. Provide point-of-sale material, brochures, and other available data necessary to promote product sales and customer support.
- 1.3 Provide engineering and technical assistance in support of Dealer sales and installation activities in relation to the Products in accordance with JAC policies and practices.
- 1.4 Provide operation and installation manuals to Dealer. Additional product training may be available for a nominal fee. Contact JAC for course availability and cost at [info@jupiteravionics.com](mailto:info@jupiteravionics.com) or 778-478-2232.

### 2. DEALER OBLIGATIONS

- 2.1 The Dealer is registered to sell the products ("Products") listed on the JAC website ([www.jupiteravionics.com](http://www.jupiteravionics.com)) to owners and operators. Dealer may sell an uninstalled product to another registered JAC dealer upon JAC approval. Any other sales of uninstalled product must be approved in writing by JAC in advance of sale.
- 2.2 JAC dealerships are awarded based on specific location of a particular shop or company. A shop or company which operates from more than one location (satellite facilities) is only registered to sell, service, and install JAC products from the specific location/facility registered as a dealer. Satellite facilities must apply for and receive dealership approval on an individual basis before they are registered to sell, service, or install JAC products.
- 2.3 The Dealer agrees that all systems and/or equipment purchased from JAC will be installed at the Dealer's facility as approved and assigned by JAC or under the direct supervision of the Dealer, who will be responsible for certifying the installation.
- 2.4 Equipment repair shall be performed by the factory or registered repair organizations only.
- 2.5 Dealers shall provide a current and valid FAA Repair Station Certificate (14 CFR Part 145) (or alternative national equivalent) with authorizations required to lawfully perform the services under this agreement. Additionally, Dealer must have under its control all specialized tooling and test equipment required to perform the services under this agreement.
- 2.6 Dealer agrees that product installations and work shall be performed in accordance with all local government and federal regulatory requirements. Dealer shall install all Products sold to end users where installation is required. Dealer shall comply with all current preparation and installation instructions that pertain to Products. Dealer shall familiarize customer with the warranty in accordance with the warranty requirements. Dealer shall use all commercially reasonable efforts to assist customer in making and resolving a warranty claim pursuant to the terms of the warranty. JAC accepts no obligation of any kind whatsoever in relation to any installation warranty given or offered by Dealer. Dealer agrees that it will not make any representations, warranties, or guarantees regarding the specifications, features, capabilities, or any other characteristic of the Product other than those contained in the latest written literature provided by JAC, or as required by any governmental law, regulation or agency. Dealer will provide JAC with copies of all claims and complaint letters relating to the Product within 72 hours of receipt of said claim or complaint.

- 2.7 Dealer shall maintain test equipment, manuals and documentation as prescribed by JAC and the Regulatory Agency.
- 2.8 Dealer must maintain proficient trained technicians on staff to perform sales and services rendered. Dealer's technical staff must satisfactorily complete all prescribed training programs in accordance with JAC's recommendation for dealers and as may be in effect from time to time.
- 2.9 Dealer shall purchase, renew and maintain public and product liability, all risks property and professional indemnity insurance cover. The Dealer shall provide JAC with a copy of the Certificate of Insurance and maintain a current copy on file throughout the duration of dealership and upon each renewal of such insurance. The limits under the Dealer's Public Liability policy shall be at least US \$5 million per annual aggregate. The limits under the Dealer's property policy shall provide full replacement cost on all property in the care, custody and control of the Dealer that the Dealer is required to insure and the limits under both the Dealer's Aircraft Product Liability and professional indemnity policies shall each be at least US \$5 million per annual aggregate. The limits under the Dealer's Operation Completions shall be at least US \$1 million per annual aggregate.
- 2.10 The Dealer shall provide prompt and effective service to all customer orders, questions, and problems and provide quality support to assist customers with learning and understanding the features of the Product. The Dealer agrees to handle claims, complaints and customer service issues expeditiously and professionally.
- 2.11 The Dealer agrees to provide warranty and non-warranty support for all JAC products. The Dealer shall submit all warranty labor claims using the AEA warranty claim form.
- 2.12 Dealer shall keep and maintain at its sole expense no less than one office with appropriate facilities at which may be reached by JAC and Dealer's customers during regular business hours. Dealer's office shall have a permanent mailing address, telephone, facsimile, electronic mail, and continuous internet access. Dealer facility shall be located such that it is accessible to transient aircraft and shall have appropriate installation facilities. JAC shall have the right to inspect Dealer's place of business and service department with or without notice to determine whether Dealer is complying with its obligations hereunder. JAC shall be notified immediately of any changes to this contact information.
- 2.13 Dealer must accurately maintain such records as JAC may reasonably require from time to time. JAC, at its expense, may audit Dealer, including but not limited to Dealer's financial, training and maintenance records, to confirm Dealer's ability to perform and comply with its obligations under this agreement.
- 2.14 Dealer agrees to devote all commercially reasonable efforts to develop customer interest in, and to promote the safety and sale of JAC Products within Dealer's market location and among its customers. It shall at all times display a banner, posters and sales literature in a prominent position in Dealer's lobby, sales area, showroom or office. Dealer shall keep any demonstration equipment suitably maintained and in working order at all times.
- 2.15 Dealer will conduct business in a manner that reflects favorably at all times on JAC, its products and brand name. Dealer shall not make false or misleading representations with regard to JAC or its products.
- 2.16 Dealer will comply with advertising, sales and quota guidelines as JAC may designate in writing from time to time. Dealer shall only use artwork approved or supplied by JAC and shall obtain JAC's prior written approval before publishing any material that contains any JAC logo, trademarks or artwork.
- 2.17 The JAC dealership is non-exclusive and non-transferable; therefore, a new dealer agreement must be completed if an ownership, name, or location change occurs.
- 2.18 Dealer agrees to JAC Standard Terms and Conditions of Sales, located on the JAC website at <http://www.jupiteravionics.com/aboutlegal.php> , for orders placed directly with factory.
- 2.19 It is expressly understood the Dealer is an independent contractor conducting his own business and does not act as an agent for JAC, nor has the authority to make arrangements, representations, warranties or otherwise which shall obligate JAC in any manner. It is further understood that nothing in this agreement shall be construed to establish a relationship of employer or employee, co-partners, joint ventures, franchiser and franchisee or licensor and licensee between JAC and the Dealer.
- 2.20 Dealer shall comply with, as applicable, the US Foreign Corrupt Practices Act and/or international laws regarding bribery and corrupt practices.
- 2.21 Dealer agrees to fully comply with all applicable export regulations and requirements.

3. Term

3.1 This Agreement shall become effective on the Effective Date and, unless sooner terminated, shall remain in effect for a term of three years (“Initial Term”) from the Effective Date. Following the Initial Term, this Agreement will subsequently renew for successive one year terms (“Extended Terms”) subject to the terms and conditions of this Agreement, unless notice of cancellation is given in writing by either party at least thirty (30) days prior to the end of the Initial Term or any Extended Term, if applicable, or as otherwise terminated by either Party in accordance with the provisions hereof.

3.2 JAC reserves the right to terminate this Agreement with written notice served on the Dealer for: unpaid accounts, inactivity for two years, lack of compliance with any of the “Dealer Obligations” within section 2 of this agreement, or a change in Dealer senior management and/or organizational control.

3.3 This agreement supersedes and cancels all other verbal or written dealer agreements made between Parties.

3.4 JAC shall have the right for a period of fifteen (15) days after the effective date of termination, at its option, to repurchase, in whole or in part, any unsold equipment and spare parts in the possession of the Dealer at the original purchase price or current Dealer price, which ever is less, minus any costs of repairing, reconditioning or recertifying such repurchased product.

4. Applicable Law

4.1 This agreement shall be governed by the laws of the Province of British Columbia, and the applicable laws of Canada applicable therein, without regard to its conflicts of laws principles, and the courts of British Columbia shall have exclusive jurisdiction to resolve ant disputes hereunder. The parties hereto irrevocably attorn to the exclusive jurisdiction of the British Columbia courts.

SIGNED for and on behalf of: Jupiter Avionics Corporation

..... Authorized Signatory

..... Name

..... Title

..... Date

SIGNED for and on behalf of:

..... Authorized Signatory

..... Name

..... Title

..... Date