

NON-EXCLUSIVE DEALERSHIP AGREEMENT

This Non-Exclusive Dealership Agreement ("Agreement"), made and effective this _____, 20____, by and between Dupont Performance, LLC ("Distributor") and _____ ("Dealer").

Distributor desires to appoint Dealer, and Dealer desires to accept appointment, as a Dealer of Distributor's products as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements promises set forth herein, the parties agree as follows:

1. Rights Granted

Distributor hereby grants to Dealer a non-exclusive right, on the terms and conditions contained below, to purchase, inventory, promote and resell "Distributor's Products" (as defined below). Nothing herein shall prevent or prohibit Distributor from selling any of Distributor's Products directly to any customers or other Dealers.

2. Products.

As used in this Agreement, the term "Distributor's Products" shall mean the products, related service parts and accessories manufactured and/or sold by Distributor as follows: 1994-up Mustang True-Billet Fuel Door and other to-be-released products for the Ford Mustang.

3. Terms of Sale.

All sales of Distributor's Products to Dealer shall be made pursuant to this Agreement at such prices and on such terms as Distributor shall establish from time to time on at least thirty (30) days notice. All prices are FOB Distributor's facility. Distributor agrees to properly pack all items for shipment. Risk of loss due to damage or destruction of Distributor's Products shall be borne by Dealer after delivery to the carrier for shipment. The shipper will be selected by Distributor unless Dealer requests a reasonable alternative. All orders are subject to acceptance by Distributor. Except as otherwise expressly agreed by Distributor in advance, this Agreement shall control all aspects of the dealings between Distributor and Dealer with respect to the Distributor's Products and any additional or different terms in any Dealer order are hereby rejected. Minimum orders of 15 (fifteen) units are required, and Dealer agrees not to offer product for sale below MAP Guideline on current dealer pricing sheet unless Dealer is discontinuing sale of product, at which time price will be whatever Dealer deems fair market value. MAP (Minimum Advertised Price) is subject to change with 30 (thirty) day notice given by Distributor. "Discount offers" or "Sales" are allowed for a term of not more than 45 days per year, and discounts are not to exceed 10% of MAP Price. Breach of these terms will result in immediate cancellation of Dealer's ability to purchase future products from Distributor at dealer pricing.

4. Payment.

In an effort to keep Dealer pricing low by avoiding any collection issues, it is understood that terms are not offered for payment other than as set forth below:

Balance due, including shipping costs, will be paid prior to any shipment from Distributor facility. In the case of dealers within a reasonable driving distance from manufacturer's facility, balance will be due upon delivery of product to dealer's facility / designated delivery point.

5. Marketing Policies.

Dealer will at all times make good faith efforts to maintain adequate inventories of Distributor's Products and will promote vigorously and effectively the sale of Distributor's Products through all channels of distribution prevailing in Dealer's "primary marketing area" (as defined below), in conformity with Distributor's established marketing policies and programs. Dealer acknowledges its intent to concentrate its marketing of the Distributor's Products in its "primary marketing area," including _____ and Internet / Phone / Mail Order Sales.

6. Merchandising Policies.

Distributor will provide Dealer with merchandising assistance from time to time in the form of advertising programs, product and sales training and sales promotions. Dealer agrees to fully utilize such assistance in carrying out Distributor's merchandising and sales promotion policies.

7. Advertising Policies.

Distributor will cooperate with Dealer in providing for continuous and effective advertising and promotion of Distributor's Products throughout Dealer's principal marketing area, and Dealer agrees at Dealer's expense to participate in, actively promote and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Distributor may establish and offer to Dealer from time to time. Nothing herein shall prevent Dealer from independently advertising and marketing the Distributor's Products, provided the form and content of the advertising or marketing materials are approved by Distributor in advance.

8. Product Warranty Policies.

In the event that any of Distributor's Products are proved to Distributor's satisfaction to have been defective at time of sale to Dealer, Distributor will make an appropriate adjustment in the original sales price of such product or, at Distributor's election, replace the defective product. Distributor shall provide to Dealer information with respect to Distributor's limited warranty extended to the original consumer of Distributor's Products. DISTRIBUTOR MAKES NO WARRANTY TO DEALER WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification.

A. Distributor agrees to protect Dealer and hold Dealer harmless from any loss or claim arising out of inherent defects in any of Distributor's Products existing at the time such product is sold by Distributor to Dealer, provided that Dealer gives Distributor immediate notice of any such loss or claim and cooperates fully with Distributor in the handling thereof.

B. Dealer agrees to protect Distributor and hold Distributor harmless from any loss or claim arising out of the negligence of Dealer, Dealer's agents, employees or representatives in the installation, use, sale or servicing of Distributor's Products or arising out of any representation or warranty made by Dealer, its agents, employees or representatives with respect to Distributor's Products that exceeds Distributor's limited warranty. Further, in the event that any of Dealer's representatives shall, with respect to any of Distributor's Products purchased from Dealer, fail to discharge the dealer's obligations to the original consumer pursuant to the terms and conditions of Distributor's product warranty and consumer service policies, Dealer agrees to discharge promptly such unfulfilled obligations.

10. Order Processing and Returns.

A. Distributor will employ its best efforts to fill Dealer's orders promptly on acceptance, but reserves the right to allot available inventories among Dealers at its discretion.

B. Except for Distributor's products that are defective at the time of sales to Dealer, Distributor shall not be obligated to accept any of Distributor's Products that are returned. In the event such returns are accepted, Distributor may impose a reasonable restocking charge, not to exceed 25% of current dealer price.

11. Financial Policies.

Dealer acknowledges the importance to Distributor of Dealer's sound financial operation and Dealer expressly agrees that it will:

A. Maintain and employ in connection with Dealer's business and operations under this Agreement such working capital and net worth as may be required to enable Dealer properly and fully to carry out and perform all of Dealer's duties, obligations and responsibilities under this Agreement;

B. Pay promptly all amounts due Distributor in accordance with terms of sale extended by Distributor from time to time;

C. Furnish Distributor with financial statements in such form as Distributor may reasonably require from time to time for credit purposes; and

D. Furnish, at Distributor's request, a detailed reconciliation of Distributor's statements of account with Dealer's records, listing all differences, and showing net amount Dealer acknowledges to be due Distributor.

In addition to any other right or remedy to which Distributor may be entitled, shipments may be suspended at Distributor's discretion in the event that Dealer fails to promptly and faithfully discharge each and every obligation in this Section.

12. Use of Distributor's Name.

Dealer will not use, authorize or permit the use of, the name "Dupont Performance" or any other trademark or trade name owned by Distributor as part of its firm, corporate or business name in any way. Dealer shall not contest the right of Distributor to exclusive use of any trademark or trade name used or claimed by Distributor. Dealer may, subject to Distributor's policies regarding reproduction of same, utilize Distributor's name, trademarks or logos in advertising of Distributor's products.

13. Relationship of the Parties.

The relationship between Distributor and Dealer is that of vendor and vendee. Dealer, its agents and employees shall, under no circumstances, be deemed employees, agents or representatives of Distributor. Dealer will not modify or reverse-engineer any of Distributor's Products without written permission from Distributor. Neither Dealer nor Distributor shall have any right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever.

14. Term and Termination.

Unless earlier terminated as provided below, the term of this Agreement shall commence _____, 20__ and shall continue until December 31st of the following year. At the end of the term, the Agreement shall continue until terminated by either party on at least forty-five (45) days prior notice.

A. Distributor may terminate at any time by written notice given to Dealer not less than thirty (30) days prior to the effective date of such notice in the event Distributor decides to terminate all outstanding Dealer agreements for Distributor's Products and to offer a new or amended form of Dealer agreement.

B. Distributor may terminate this Agreement upon notice to Dealer, upon any of the following events: (1) failure of Dealer to fulfil or perform any one of the duties, obligations or responsibilities of Dealer in this Agreement, which failure is not cured with ten (10) days notice from Distributor; (2) any assignment or attempted assignment by Dealer of any interest in this agreement or delegation of Dealers obligations without Distributor's written consent; (3) any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of any material interest in the direct or indirect ownership or any change in the management of Dealer; (4) failure of Dealer for any reason to function in the ordinary course of business; (5) conviction in a court of competent jurisdiction of Dealer, or a manager, partner, principal officer or major stockholder of Dealer for any violation of law tending, in Distributor's opinion, to affect

adversely the operation or business of Dealer or the good name, goodwill, or reputation of Distributor, products of Distributor, or Dealer; or (6) submission by Dealer to Distributor of false or fraudulent reports or statements, including, without limitation, claims for any refund, credit, rebate, incentive, allowance, discount, reimbursement or other payment by Distributor.

15. Obligations on Termination

On termination of this Agreement, Dealer shall cease to be an authorized Dealer of Distributor and:

- A. All amounts owing by Dealer to Distributor shall, notwithstanding prior terms of sale, become immediately due and payable;
- B. All unshipped orders shall be cancelled without liability of either party to the other;
- C. Dealer will resell and deliver to Distributor on demand, free and clear of liens and encumbrances, such of Distributor's Products and materials bearing Distributor's name as Distributor shall elect to repurchase, at a mutually agree price, but not in excess of Distributor's current price to Dealers for such products and materials, provided that Distributor shall not be obligated to pay Dealer for any item originally provided free of charge; and
- D. Neither party shall be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or good will of Distributor or Dealer or for any other reason whatsoever growing out of such termination.

16. Use of Name Prohibited

On termination of this Agreement, Dealer will remove and not thereafter use any sign containing any trade name, logo or trademark of Distributor including, but not limited to, "Dupont Performance", and will immediately destroy all stationery, advertising matter and other printed matter in its possession or under its control containing such name, or any of Distributor's trademarks, trade names or logos. Dealer will not at any time after such termination use or permit any such trademark, trade name or logo to be used in any manner in connection with any business conducted by it or in which it may have an interest, or otherwise whatsoever as descriptive of or referring to anything other than merchandise or products of Distributor. Regardless of the cause of termination, Dealer will immediately take all appropriate steps to remove and cancel its listings in telephone books, and other directories, and public records, or elsewhere that contain the Distributor's name, logo or trademark. If Dealer fails to obtain such removals or cancellations promptly, Distributor may make application for such removals or cancellations on behalf of Dealer and in Dealer's name and in such event Dealer will render every assistance.

17. Acknowledgments.

Each party acknowledges that no representation or statement, and no understanding or agreement, has been made, or exists, and that in entering into this Agreement each party has not relied on anything done or said or on any presumption in fact or in law, (1) with respect to this Agreement, or to the duration, termination or renewal of this Agreement, or with respect to the relationship between the parties, other than as expressly set forth in this Agreement; or (2) that in any way tends to change or modify the terms, or any of them, of this Agreement or to prevent this Agreement becoming effective; or (3) that in any way affects or relates to the subject matter hereof. Dealer also acknowledges that the terms and conditions of this Agreement, and each of them, are reasonable and fair and equitable.

18. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

19. Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Dealer without the prior express written approval of Distributor, which may be withheld by Distributor at Distributor's absolute discretion.

20. No Implied Waivers.

Except as expressly provided in this Agreement, waiver by either party, or failure by either party to claim a default, of any provision of this Agreement shall not be a waiver of any default or subsequent default.

21. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services;

If to Distributor:
Dupont Performance, LLC
3065 Jupiter Park Cir. Suite 3
Jupiter, FL 33458

If to Dealer:
_____(company)
_____(address)
_____(address)
_____(contact)
_____(phone)

23. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

24. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

25. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Dupont Performance, LLC

By: _____
Ken Nguyen
Managing Member

By: _____

Print: _____

Title: _____