



FREEDOM TRAILERS, LLC
774 W. Marshall Ave.
Willacoochee, Georgia 31650
Telephone: (912) 534-5400
Fax: (912) 534-5416

NON-EXCLUSIVE DEALER AGREEMENT

This Non-Exclusive Dealer Agreement ("Agreement") is entered into by and between Freedom Trailers, LLC, as manufacturer, ("Freedom Trailers") having its principal place of business at 774 W. Marshall Avenue, Willacoochee, Georgia 31650, and the Dealer described below concerning Dealer's sale of Freedom Trailers' Products.

DEALER
NAME: _____ ("DEALER")

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

CONTACTS PRIMARY: _____

 EMAIL: _____

 TELEPHONE: _____

 SECONDARY: _____

 EMAIL: _____

 TELEPHONE: _____

DATE: _____

This Agreement (including all of the terms and conditions attached as pages 2 through 5 hereto) constitutes the entire agreement between Freedom Trailers and Dealer regarding the subject matter hereof and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are superseded hereby, it being the express intention of the parties that this Agreement shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or other modification to all or any portion of this Agreement or the rights and obligations of the parties hereunder shall be valid unless in writing and signed by the parties. The parties acknowledge that they have read the following terms and conditions and are agreeable thereto. Neither party has relied upon any statements, representations, or other communications that are not contained in this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

1. Dealer Qualifications; Appointment: To qualify as a Freedom Trailers Dealer, Dealer must (i) be primarily engaged in the business of selling enclosed cargo trailers to consumers, (ii) possess all requisite and proper business and dealer's licenses in accordance with all local, state, and federal laws and provide copies of these documents to Freedom Trailers upon request, (iii) possess federal and state tax identification and sales tax exemption numbers and provide a copy of these documents to Freedom Trailers upon request, and (iv) abide by all of the terms and conditions set forth herein. Subject to the foregoing, Freedom Trailers hereby appoints Dealer as an authorized non-exclusive Dealer of Freedom Trailers' enclosed cargo trailers (the "Products"). In such capacity, Dealer agrees to purchase the Products from Freedom Trailers and to devote its continuing best efforts to the promotion and sale of the Products.

2. Term of Agreement: This Agreement shall commence as of the date of the Agreement set forth below and expire one year from said date. This Agreement will automatically renew for successive one year periods unless either party submits a written termination notice to the other party not later than thirty (30) days prior to the automatic renewal date, and as provided below.

3. Additions, Discontinuations and Modifications: Freedom Trailers shall have the right at any time to introduce new Products, discontinue the manufacture or sale of any of its Products and make changes in the design or construction of any such Products without incurring any obligation or liability to Dealer whatsoever.

4. Rebate, Discount, and Other Incentive Programs: Freedom Trailers, in its sole discretion, may at different times, and from time to time, offer or publish to Dealer certain rebate, discount or other incentive programs. Freedom Trailers reserves the right to withdraw such programs prior to commencement thereof, and, unless otherwise provided, any and all such programs shall be subject to the terms and conditions of this Agreement.

5. Orders: Dealer shall issue purchase orders for Products. Dealer's purchase orders shall not be effective until acceptance is acknowledged in writing by Freedom Trailers. Purchase orders will be accepted by Freedom Trailers only in accordance with the terms and conditions of this Agreement. Orders shall be made by Dealer in writing (i) by mail to Freedom Trailers at P.O. Box 1159, Willacoochee, Georgia 31650; (ii) by facsimile at (912) 534-5416; or (iii) by email to Dealer's sales representative. (A

telephone request to purchase, or to modify an existing order, shall not be considered an order unless and until followed up in writing.) All orders shall be subject to written acceptance by Freedom Trailers. Dealer acknowledges and agrees that this Agreement supersedes any inconsistent terms or conditions set forth in Dealer's purchase orders. Accordingly, if there is any conflict between the terms and conditions contained in Dealer's purchase order and the terms and conditions contained in this Agreement, this Agreement shall control and govern in all respects.

6. Prices: Each Product is custom-ordered. As a result, the price for each Product will be quoted to Dealer at the time an order is placed.

7. Delivery and Freight: The place for delivery of the Products is Freedom Trailers' place of business (address set forth above) with title and risk of loss passing at such point. Dealer acknowledges and agrees that once a Product is picked up from Freedom Trailers' place of business, all risk of loss and liability for the Product transfers to Dealer, and Dealer shall be solely responsible for the arrangement of, and payment for, all freight, shipping, transfer, delivery and/or insurance charges or expenses. Dealer assumes all risk in the transport of the Products. Any taxes, administrative or governmental charges incurred in connection with the purchase of a Product are the sole responsibility of Dealer.

8. Dealer's Remedies: If Freedom Trailers, for any reason whatsoever, fails or is unable to deliver any Product(s) ordered by Dealer, Dealer's sole and exclusive remedy shall be the recovery of the purchase price, if any, paid by the Dealer to Freedom Trailers for such Product(s). Freedom Trailers shall not incur any liability whatsoever for any delay in delivery to the designated delivery location of any Products. In no event shall Freedom Trailers be liable for any incidental, consequential or other damages arising out of any failure to deliver any Products to the Dealer or any delay in the delivery thereof.

9. Payment Terms: The form of payment for each custom-ordered enclosed cargo trailer shall be determined at the time an order is placed. Terms may consist of prepayment in full, required deposit or cash at time of Dealer pick-up. In the event that Dealer fails to pay in accordance with such terms, Dealer agrees to pay interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted under applicable law. In the event that any indebtedness incurred by Dealer is placed into the hands of an attorney and/or a lawsuit is filed to collect said indebtedness, or any portion thereof,

Dealer agrees and promises to pay all costs and expenses of collection, suit or other legal action, including, but not limited to, actual attorney's fees and all costs incurred by Freedom Trailers.

10. Use of Trademarks and Intellectual Property:

Dealer acknowledges Freedom Trailers' exclusive right, title, and interest to its trademarks, trade names, trade-dress, service marks, patents and other intellectual property belonging to Freedom Trailers, and will not at any time, be responsible for any act or thing contesting or in any way impairing or tending to impair any part of Freedom Trailers' intellectual property rights. Dealer is permitted to use the trademarks, service marks, brand identification and trade names to promote the sale of Freedom Trailers' Products only in accordance with Freedom Trailers' instructions. Dealer does not have the right to sublease or otherwise designate the right to use any intellectual property belonging to Freedom Trailers. If the Dealer wishes to advertise a Freedom Trailer product in conjunction with its own products, a separate Trademark License Agreement will be required.

11. Compliance with Laws: Dealer hereby covenants, warrants and represents as follows:

- a) Dealer is duly organized, validly existing and in good standing under the laws of its place of organization.
- b) Dealer has the power and authority to enter into this Agreement and to carry out its obligations hereunder.
- c) No consent or approval is required from any governmental organization or other third party for the execution or performance of this Agreement, provided, however, that certain approvals may be needed for the execution or performance of definitive agreements that may be entered into pursuant hereto.
- d) Dealer agrees to comply with any and all applicable laws and regulations, and shall require all of its employees, representatives and any other business associates retained in conjunction with the activities described in this Agreement to do likewise. Any such failure to effect compliance shall be a breach of this Agreement.

12. Termination of this Agreement (without cause): Freedom Trailers may terminate this Agreement in its entirety at any time, with or without cause, by giving written notice to Dealer effective thirty (30) days after the date of receipt, provided, however, that in any event, Dealer is required to pay, fulfill and otherwise comply with any orders for Products that are outstanding as of the date of such notice through the effective date of termination.

13. Termination of this Agreement (for cause):

Notwithstanding anything herein to the contrary, Freedom Trailers, at its sole discretion, may suspend or deny delivery of Products to Dealer, and/or terminate this Agreement, for any of the following reasons:

- a) Dealer's breach of any of the terms of this Agreement;
- b) Insolvency of the Dealer; filing of a voluntary petition in bankruptcy by Dealer; appointment of a receiver or a trustee for the Dealer; execution by the Dealer for the benefit of creditors; sale or transfer by operation of law or otherwise, to any third party, assets of the Dealer that are required for the conduct of its business;
- c) Failure to pay the Dealer's obligations to Freedom Trailers or providing inaccurate or misleading financial information upon which Freedom Trailers has relied;
- d) Submission by Dealer of any false or fraudulent application or claim for reimbursement or warranty compensation;
- e) Dealer's promoting, selling, or dealing in any products manufactured by other companies which, in any way infringes on the trade dress, patents, logo, registered trademarks or in any way erodes or diminishes the Freedom Trailers brand; or
- f) If Dealer degrades or places in bad repute the name and reputation of Freedom Trailers expressly or by virtue of its methods of handling and/or promoting the Products.

Termination of this Agreement, with or without cause, shall not release the Dealer from the obligation to timely pay outstanding amounts owed to Freedom Trailers, nor release the Dealer from performing any obligations required by this Agreement subsequent to termination.

Freedom Trailers shall have no liability to Dealer by any reason of any termination or cancellation of this Agreement, including without limitation, liability for direct or indirect damages on account of loss of income arising from anticipated sales, compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.

14. Return of Freedom Trailers' Property: At Freedom Trailers' request, Dealer agrees to promptly return to Freedom Trailers any and all sales and marketing materials, and other proprietary documents, manuals and information of or belonging to Freedom Trailers, following the termination of this Agreement or for any other reason or purpose, in Freedom Trailers' sole discretion. Upon any such

request, Dealer further agrees to refrain from making or retaining any copies or extracts of such property or materials.

15. Relationship of the Parties: The relationship of the parties established by this Agreement is that of vendor and vendee, and all work and duties to be performed by the Dealer as contemplated by this Agreement shall be performed by it as an independent contractor. Dealer understands and agrees that Freedom Trailers does not offer a franchise, and Dealer is not a franchisee of Freedom Trailers. The full cost and responsibility for hiring, firing and compensating employees of the Dealer shall be borne by the Dealer. Nothing in this Agreement or otherwise shall be construed as constituting an appointment of the Dealer as an agent, legal representative, joint venturer, partner, employee or servant of Freedom Trailers for any purpose whatsoever. The Dealer is not authorized to transact business, incur obligations, sell goods, solicit orders, or assign or create any obligation of any kind, express or implied, on behalf of Freedom Trailers, or to bind it in any way whatsoever, or to make any contract, promise, warranty or representation on Freedom Trailers' behalf with respect to Products sold by Freedom Trailers or any other matter, or to accept any service of process upon Freedom Trailers or receive any notice of any nature whatsoever on Freedom Trailers' behalf.

16. Limitation of Liability, Indemnification and Hold Harmless: Under no circumstances shall Freedom Trailers be liable for any act, omission, contract, debt or other obligation of any kind of the Dealer, including any salesman, employee, agent, or other person acting for or on behalf of the Dealer. Dealer shall indemnify and hold Freedom Trailers harmless from any and all claims, liabilities, losses, damages or expenses (including actual attorney's fees and costs) arising directly or indirectly from, as a result of, or in connection with, the use of the Products by Dealer, to include any salesman, employee, agent, or other person acting for or on behalf of the Dealer; any alterations, additions, or changes made to the Products by Dealer, to include any salesman, employee, agent, or other person acting for or on behalf of the Dealer; or the Dealer's operation of the Dealer's business. Under no circumstances will Freedom Trailers be liable for any loss of profits or revenue by Dealer for any actions, advertising, sales, promotion, organization, business practices, or any other activity by Freedom Trailer. The terms of this indemnity and hold harmless shall survive the termination of this Agreement.

17. Confidential Information: As used in this Section, "Proprietary Information" means information developed by or for Freedom Trailers which is not otherwise generally known in any industry in which Freedom Trailers is or may become engaged and includes, but is not limited to, information developed by or for Freedom Trailers, whether now owned or hereafter obtained, concerning plans, marketing and sales methods, materials, processes, procedures, devices utilized by Freedom Trailers, prices, quotes, suppliers, manufacturers, customers with whom Freedom Trailers deals (or organizations or other entities or persons associated with such customers), trade secrets and other confidential information of any type, together with all written, graphic and other materials relating to all or any part of the same. Except as authorized in writing by Freedom Trailers, the Dealer shall not at any time, either during or after the term of this Agreement, disclose or use, directly or indirectly, any Proprietary Information of which the Dealer gains knowledge during or by reason of this Agreement and the Dealer shall retain all such information in trust in a fiduciary capacity for the sole use and benefit of Freedom Trailers.

18. Insurance: Dealer shall at all times maintain, at the sole cost and expense of Dealer, a commercial general liability insurance policy or policies with a reputable insurance carrier or carriers meeting the following requirements: (1) general liability coverage for bodily injuries to person (including injuries resulting from death) and property damages in a combined single limit of not less than \$1,000,000.00 per occurrence; (2) products-completed operations aggregate insurance coverage of not less than \$1,000,000.00 per occurrence; (3) automobile liability coverage for bodily injury to persons (including injuries resulting in death) and property damage in a combined single limit of not less than \$1,000,000.00 per occurrence; (4) Worker's Compensation insurance and employer's liability coverage with coverage limits not less the minimum limits allowable under all applicable laws; and (5) any additional insurance as may be required by applicable laws, ordinances or governmental orders, rules or regulations. All such insurance policies shall name Freedom Trailers as an additional insured thereon and contain a waiver of subrogation in favor of Freedom Trailers. Dealer shall obtain evidence from each insurance carrier showing that Freedom Trailers has been named an additional insured on the policies, that such insurance has been procured and is being properly maintained, that the premiums therefore are paid, and specifying the name of the insurance carrier, the policy number or numbers, and

the expiration date or dates and shall provide the same to Freedom Trailers, along with a copy of the declaration page(s) memorializing the foregoing policy limits. In the event of cancellation or material modification of any policy, written notice of such cancellation or modification shall be given to Freedom Trailers at least thirty (30) days prior to such cancellation or modification as to each policy.

19. Additional Terms and Conditions:

a) Entire Agreement; Modification. This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and all prior agreements, correspondence, discussions and understandings of the parties (whether oral or written) are superseded hereby, it being the express intention of the parties that this Agreement shall serve as the complete and exclusive statement of the terms of their agreement together. No amendment, waiver or other modification to all or any portion of this Agreement or the rights and obligations of the parties hereunder shall be valid unless in writing and signed by the parties. Neither party has relied upon any statements, representations, or other communications that are not contained in this Agreement.

b) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without application of any conflicts of law principles. In the event of any litigation involving this Agreement, all such matters shall be resolved exclusively in the state courts of Atkinson County, Georgia.

c) Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be considered to be given and received in all respects when (i) personally delivered, (ii) one (1) business

day after sent by reputable overnight delivery service, (iii) same day if delivered by facsimile to the facsimile numbers indicated above, including proof of delivery by electronic confirmation, or (iv) three (3) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

d) Severability. The parties agree that if any provision of this Agreement is under any circumstances considered invalid or inoperative by any court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it enforceable and the rights and obligations of the parties hereunder shall be construed and enforced accordingly, or, failing which, such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect.

e) Assignment. This Agreement may not be transferred or assigned in whole or in part by operation of law or otherwise by Dealer without the prior written consent of Freedom Trailers. Upon thirty (30) days prior written notice to the Dealer, Freedom Trailers may assign its rights, duties and obligations under this Agreement. Without written notice, Freedom Trailers may assign its rights, duties and obligations under this Agreement to any parent, subsidiary or other affiliated corporation of Freedom Trailers.

f) Waiver. Failure of either party at any time to require performance by the other party of any provision hereof shall not be deemed to be a continuing waiver of that provision, or a waiver of its rights under any other provision of this Agreement, regardless of whether such provision is of the same or a similar nature.

WHEREFORE, Freedom Trailers and Dealer have executed this Non-Exclusive Dealer Agreement this ____ day of _____, 2014.

FREEDOM TRAILERS, LLC

DEALER

By: _____

By: _____

Title: _____

Title: _____