



Altris Thermal LLC

Sub-Dealer Agreement

1. **Definitions:** “We,” “Us,” and “Our” mean Altris Thermal, LLC, a Utah limited liability company. “You” and “Your” means the undersigned sub-dealer. The entire agreement between you and us includes these terms as well as the terms in our policies and procedures manual (“Agreement”). “Solar America” means Thermal Resource Technologies, dba Solar America Solutions, an Indiana corporation. “Products” and “Territory” are defined on the signature page.

2. **Non-Exclusive Appointment:** You are hereby appointed as anon-exclusive dealer of the Products within the Territory. You shall not sell or market outside of your territory.

3. **Term:** This Agreement begins as of the Effective Date and continues for a period of 5years, until terminated. This Agreement automatically renews for additional successive one-year terms unless either party provides at least 90 day notice before the end of the current term.

3.1 We may terminate this Agreement as specified in our policies and procedures manual.

4. Restrictions:

4.1 You shall not represent any other manufacturer or seller of other products that are competitive with the Products. A competitive product is one that a reasonable customer would likely deem to be a reasonable alternative to the Products, including solar thermal collector panels but not solar photovoltaic collector panels.

4.2 You shall only purchase the Products through us.

4.3 You shall not make any representation, warranty, guaranty, or indemnity on behalf of us or Solar America to any third party.

4.4 You shall not sell or offer to sell any thermal-solar panels other than the Products that are offered by us from Solar America.

4.5 You shall not use any mark that is confusingly similar to Solar America’s trademark or take any action that interferes with our or Solar America’s intellectual property.

5. **Quality Standards:** You shall conform to all quality standards established by us from time to time, which are subject to change with 10days’ prior notice.

6. **Independent Status:** We are not an agent or representative of Solar America. Nothing in this agreement creates any agency, joint venture, partnership, or other employment or fiduciary relationship between you and us. Neither You nor We have the right to bind the other party to any obligation.

7. **Not a Franchise:** You agree that this agreement is not a franchise or business opportunity.

8. **Governing Terms:** The terms of this Agreement and prevail over any terms that are attached to any related purchase order or agreement. Apart from transmitting your payment for the Products to Solar America, We are not liable for any aspect of your purchase of the Products

9. Your Obligations:

9.1 You shall use your best efforts to market, promote, and sell the Products within the Territory and operate as a full-time full-service dealer.

9.2 You shall obtain our prior written approval before advertising with the Trademarks or using Solar America’s intellectual property.

9.3 You shall submit to us all marketing materials for approval prior to use. We may disallow any advertising at any time.

9.4 You shall ensure that all installations will be performed directly by, or under the direction of, Solar America certified installers

10. **Reports.** You shall submit to Us, as requested, complete and accurate reports of your inventory, marketing, and sales.

11. **Licenses:** You shall maintain all required certifications, licenses, and permits necessary to conduct business in accordance with this Agreement.

12. **Government Approval:** If you are required to acquire legal approval in any transaction, you shall immediately take the steps necessary to obtain approval and keep us informed of Your efforts. You shall not sell Products to any governmental authority or its respective agencies or affiliates without our prior written consent.

13. **Our Obligations:** We will transmit your payment for the Products to Solar America.

14. Order Procedure:

14.1 You must make purchase orders via our intranet and/or website to purchase all Products. By placing a purchase order, you make an offer to purchase the Products under the terms and conditions of this Agreement, including our purchase order transaction terms, and policies and procedures, which will be made available on our website or otherwise provided to you, and no other terms. Any changes made to the terms by you are void and have no effect.

14.2 We may accept or reject any purchase order in our sole discretion. No purchase order is binding on us or Solar America unless accepted as per this Agreement.

14.3 We may, without liability or penalty, cancel any purchase order as specified in our policies and procedures manual.

14.4 You may not cancel or amend any purchase order.

14.5 We may remove Products from purchase on 2 weeks' notice. We may add new products at any time without notice

15. Purchase Order Transaction Terms:

15.1 You shall specify in each order including information sufficient to identify with particularity the Products intended to be purchased and sold and other information as required in our policies and procedures manual.

15.2 We are not required to consider for acceptance any Purchase Order that does not specify at least 5 of Solar America's proprietary solar collectors of the type that are then specified as Products hereunder.

16. **Shipment:** We may select the method of shipment and may make partial shipments and you shall pay for all of the shipping charges. The Products will be shipped according to Solar America's standard packaging and shipping, FOB Solar America's warehouse. You shall follow our policies and procedures regarding additional shipping terms.

17. **Price.** Our dealer price is subject to change from time to time with or without notice from us.

18. **Intellectual Property:** The Products and Solar America's other intellectual property are the sole and exclusive property of Solar America and not you. If you acquire any intellectual property rights in or relating to any product under or relating to this Agreement, such rights are hereby irrevocably assigned to Solar America.

19. **Limited License Grant:** You are hereby granted a non-exclusive, non-transferable, and non-sub licensable license to use the "Trademarks" (as defined on the signature page) in the Territory during the Term.

20. **Confidentiality:** You shall protect the Confidential Information as specified in our policies and procedures manual.

21. **Policies and Procedures:** You shall comply with all of the terms as specified in our policies and procedures manual, which we may amend from time to time.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement as of

_____, 20____ ("Effective Date").

WE	YOU
Altris Thermal, LLC a Utah limited liability company	Entity Name: _____ (if applicable)
By: _____	By _____
Name:	Name:
Title:	Title:

PRODUCTS: SunQuest 250 TM

TERRITORY: 50 states of the United States of America

TRADEMARKS: SunQuest 250 TM , Solar America Solutions TM