



Hurricane Fans, Inc.  
Distributor Agreement

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Hurricane Fans, Inc. hereby appoints \_\_\_\_\_ (\_\_\_\_\_), hereafter referred to as a distributor for Hurricane Fans, Inc. on the following terms established in this Distributor Agreement (this "Agreement"):

1. Hurricane Fans, Inc. grants the non-exclusive right to distribute their products. The distributor will use its best efforts, at their own expense, to market and sell the products throughout the trading area described in this document and only in the markets described in the attached document. The distributor may not market or sell the products outside this trading area without Hurricane Fans, Inc. prior written consent. Territory may be amended at any time upon written notice from Hurricane Fans, Inc.. Hurricane Fans, Inc. reserves the right to sell to other distributors in the trading area and to sell direct to customers in the trading area.
2. Hurricane Fans, Inc. will sell the products to the distributor in accordance with the attached "Credit Terms and Conditions" policy which may be amended from time to time by Hurricane Fans, Inc.. Hurricane Fans, Inc. may discontinue or alter any of the products at any time. Hurricane Fans, Inc., Inc. will sell the products to the distributor at Hurricane Fans, Inc. standard prices in effect at the time of the sale, subject to any discounts for which the distributor is eligible. Hurricane Fans, Inc. reserves the right to revise these rules or discontinue the program at any time.
3. The distributor recognizes that the reputation of Hurricane Fans, Inc. and its products depends in part upon the quality of service provide by Hurricane Fans, Inc. distributors. Accordingly, the distributor agrees at all times during this agreement to fulfill the following obligations:
  - a. **Sales Objectives.** Hurricane Fans, Inc. published minimum order quantities and annual sales levels must be adhered to. Hurricane Fans, Inc. reserves the right to set additional sales requirements and minimum order requirements for the distributor after consultation and written notification with the distributor concerning the potential for the sale of Hurricane Fans, Inc. products in the market trading area.
  - b. **Storage Facilities.** The distributor will maintain adequate and safe storage facilities for the products.
  - c. **Advertising and Promotion.** The distributor will comply with any guidelines issued from time to time by Hurricane Fans, Inc. concerning advertising or sales promotions concerning the products.
  - d. **Training.** The distributor will complete such training classes and procedures as Hurricane Fans, Inc. my prescribe from time to time relating to the products.
  - e. **Demonstration Equipment.** The distributor will maintain appropriate levels of product inventory to ensure the availability of demonstration equipment required to support market sales growth in the trading area.
  - f. **Proper Use of Products.** The distributor will distribute the products only to those purchasers that have been trained in, or otherwise have knowledge of the proper use of the products and any hazards associated





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- f. Failure to maintain the distributors premises open for business for 10 (ten) consecutive business days, without the prior written consent of Hurricane Fans, Inc..
- g. Any submission by the distributor to Hurricane Fans, Inc. of any false or fraudulent claim to Hurricane Fans, Inc.
8. In the event either party shall be declared a bankrupt or insolvent, or have a receiver appointed over its property or shall petition for reorganization or other remedy under the bankruptcy laws as currently exist, this agreement may be terminated by either party, effective immediately upon the mailing of the notice of such termination by certified mail. In the event of termination of this agreement under this paragraph, all amounts owed to Hurricane Fans, Inc. shall be immediately due and payable.
9. This agreement may not be amended or supplemented unless in writing signed by both parties. The validity of this agreement, its validity and construction will be governed by the laws of the State of Alabama.
10. Any and all disputes of whatever nature arising between the parties to this agreement shall be submitted to action in the courts of Chambers County, Alabama. Any and all disputes shall be submitted hereunder within one date the dispute first arose or shall be forever barred.
11. The distributor is an independent contractor action for its own account, and is not an agent or employee of Hurricane Fans, Inc.. The distributor has no authority to bind or obligate Hurricane Fans, Inc. in any way to others.

## CREDIT TERMS AND CONDITIONS

1. **Order Acceptance.** These terms and conditions apply to all sales made by Hurricane Fans, Inc. to distributor. For any changes in these terms and conditions to be binding, on Hurricane Fans, Inc., they must be specifically agreed to in writing and signed by Hurricane Fans, Inc. President.
2. **Terms of Payment.** All invoices are due and payable **30 Days** from date of shipment unless other terms have been previously agreed to in writing by Hurricane Fans, Inc.. If shipments are delayed by distributor, payments shall become due on the date Hurricane Fans, Inc. is prepared to make shipment. Goods held for distributor shall be at distributor's risk and expense. A service charge equal to the lesser of one and one-half percent (1 ½%) per month or the maximum amount permitted by applicable law shall be assessed against past due accounts.
3. **Title, Security Interest.** All sales are made FOB Point of Shipment. Hurricane Fans, Inc. title passes to the distributor and Hurricane Fans, Inc. liability as to delivery ceases upon making delivery of material purchased hereunder to carrier at shipping point in good condition, the carrier acting as the distributor's agent.



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Hurricane Fans, Inc. shall select the carrier. The Distributor must file any and all claims for damage with the carrier, regardless of who pays the freight charges.

4. **Delivery.** Delivery dates are approximate and Hurricane Fans, Inc. will make every effort to deliver goods as promised. Hurricane Fans, Inc. shall not be responsible for any loss or liability suffered by the distributor as the result of delay in the delivery of products.
5. **Taxes.** Unless otherwise specifically provided herein, the amount of any present or future sales or excise taxes applicable to any products covered by this agreement shall be added to the purchase price and shall be paid by the distributor unless the distributor has provided Hurricane Fans, Inc. with a valid sales tax exemption certificate acceptable to the taxing authorities.
6. **Assignment.** Distributor shall not assign an order or any interest therein or any rights there under without the prior written consent of Hurricane Fans, Inc.
7. **Warranty, Limitation of Liability.** Hurricane Fans, Inc. warrants that goods of its own manufacture will be free of defects in material and workmanship under normal use and service for a period of **Five Years Frame, Lifetime Prop** from the date of manufacture or such date as specified in Hurricane Fan's product literature. After one year, if it is determined that any Hurricane Fans, Inc. product is found defective, at Hurricane Fan's discretion, we will repair or replace the product in certain situations. The aforementioned provisions do not extend the warranty, THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-IMPLIED WARRANTIES OF MERCHANTABILITY, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON HURRICANE FANS, INC. PART.
8. **Returned Merchandise.** All request for return of merchandise must be made within 90 days from the date of invoice. Returned merchandise must be in salable condition. Products which are obsolete or made to special order are not returnable.
9. **Cancellation.** Distributor may cancel an order only upon written notice to Bullard.
10. **Force Majeure.** In no event will Hurricane Fans, Inc. be liable for delay, non-delivery, or any cost due to causes beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, priorities, fires, strikes, lockouts, slowdowns, and inability due to causes beyond Hurricane Fans, Inc. control.
11. **General.** In the event of a breach of any of the terms of these Credit terms and conditions, Hurricane Fans, Inc. shall be entitled to recover all cost and expenses, including reasonable attorney fees from the distributor incurred as a result of such breach, regardless of whether or not a suit is actually filed to enforced the terms hereof.
12. **Credit Hold.** Hurricane Fans, Inc. reserves the right to place a credit hold on shipments and to reschedule open orders if:



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- a.** Past due balances exceed payment terms
- b.** Value of all open orders and unpaid amounts exceeds credit limit
- c.** Credit Manager determines special circumstances warrant a credit hold.
- d.** If an account is placed on credit hold, Hurricane Fans, Inc. will not process orders or resume shipments until the entire account is current.
- e.** A late payment service charge of 1 ½% per month will be assessed on all past due accounts.

Hurricane Fans, Inc. reserves the right to recover collection fees and/or attorney fees from distributors who do not pay on their accounts.

**Accepted and Agreed to:**

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**Hurricane Fans, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name: Jeffrey L. Monroe**

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

**Title: President**

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

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



DISTRIBUTOR INFORMATION FOR 2009 FOR: \_\_\_\_\_

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DISTRIBUTOR TRADING AREA

Authorized Trading Area: (Please Describe) \_\_\_\_\_

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DISTRIBUTOR AUTHORIZED MARKETS

Authorized Trading Markets: (Please Describe) No Restrictions for authorized trading area

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DISTRIBUTOR REQUIRED PRODUCT INVENTORY

Authorized Product Inventory: (Please Describe) No Required Inventory

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DISTRIBUTOR REQUIRED ANNUAL SALES REQUIREMENT

Authorized Trading markets: (Please Describe) 6 Fans of any combination per agreement year.

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HURRICANE FANS, INC. CONTACT INFORMATION

Mailing Address: Hurricane Fans, Inc., PO Box 252, Five Points, AL 36855  
Shipping Address: Hurricane Fans, Inc, 120 Lafayette Hwy, Roanoke, AL 36274  
Telephone: Office (800) 688-6143 Atl. Office (334) 863-7222 Fax (334) 863-7399  
Submit Purchase Orders To: Fax (334) 863-7399 or [orders@hurricanefansinc.com](mailto:orders@hurricanefansinc.com)  
Remit Payments To: Hurricane Fans, Inc., PO Box 252, Five Points, AL. 36855  
Web address: [www.hurricanefansinc.com](http://www.hurricanefansinc.com)  
Office Hours: M-F 8am till 4pm central time

Accepted and Agreed to:

Hurricane Fans, Inc.

By: \_\_\_\_\_

Name: Jeffrey L. Monroe

Title: President

Dated: \_\_\_\_\_

Accepted and Agreed to:

By: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_