1. Pinnacle Microphones Agrees:

a. To appoint DEALER as one of its selected retail dealers.

b. To provide the merchandise for resale pursuant to this Agreement. All orders are subject to acceptance by Pinnacle Microphones at its home office. Pinnacle Microphones shall not be held liable for monetary damages for failure to fill orders or delays in delivery caused by circumstances beyond the control of Pinnacle Microphones.

2. DEALER Agrees:

a. To accept appointment as a Pinnacle Microphones dealer.

b. To maintain a reasonable inventory representative of the Pinnacle Microphones line. Pinnacle Microphones will complete no more than two drop ships of a specific item each month. If more than two of any item is drop shipped a month, dealer will need to maintain inventory.

c. To advertise to let clients know Pinnacle Microphones is a product available for purchase through dealer. This can be on webpage posting, Facebook, etc.

d. To engage in no unfair or unethical trade practices, and to make no false or misleading representations with respect to Pinnacle Microphones or its products. DEALER shall make no warranties to customers with respect to Pinnacle Microphones products except as may be approved in writing by Pinnacle Microphones.

e. To provide shipping account number or a credit card to cover shipping costs.

f. To pre-pay for merchandise prior to shipment with card provided on registration form, ACH payment (2% discount), or wire transfer.

3. DEALER and Pinnacle Microphones Mutually Agree:

a. The relationship created herein is that of vendor and vendee; DEALER shall be deemed an independent contractor with respect to its performance and shall have no authority to assume or create any obligation on behalf of Pinnacle Microphones.

b. Pinnacle Microphones shall have the right to discontinue sale of any or all of its products and parts, or to change their design, at any time, without incurring any liability to DEALER.

c. As inducement to Pinnacle Microphones for entering into this Agreement, DEALER represents that it is in a sound financial position.

f. This Agreement may be terminated by either party with or without cause upon 30 days prior written notice. The term “for cause” shall include non-performance of any of DEALERS. Neither Pinnacle Microphones nor DEALER shall be liable to the other in any way because of the termination or expiration of this Agreement.

g. In event of termination of this Agreement, Pinnacle Microphones reserves the right but not obligated to purchase any or all of Pinnacle Microphones products which may be held in stock by DEALER at same cost paid by DEALER provided.