

SONICLEAN®

Authorized Dealer Agreement

If you are an active vacuum cleaner retailer and would like to become an authorized Soniclean dealer, please complete and sign ALL PAGES of this agreement and email to dealers@sonicleanusa.com

Please allow up to 24-48 hours for account approval. When your account is approved, you will receive an email containing log-in instructions for your new Soniclean account.

Please note that your company's unique Soniclean account is for internal use only and cannot be shared with or used by anyone outside your organization.

Dealer Locator – As an authorized Soniclean dealer, you are eligible to have your company listed on our consumer facing website's dealer locator: www.sonicleanusa.com/dealerlocator

Soniclean Vacuum Display –Mohawk branded vacuum display stands are available for sale for \$400.00/display stand (freight included). To order a display stand, please call Soniclean's dealer department at (954) 228-9100.

MAP Policy – Dealers can advertise but cannot sell Soniclean products through your own website or through third-party marketplaces (Amazon, eBay, etc...). Dealers cannot advertise Soniclean products at prices below the retail MAP (see page 2 for pricing and pages 3-4 for details on the MAP policy).

How to Order – Orders can be placed online through Soniclean's dealer app or over the phone.

Dealer Web App: www.dealers.sonicleanusa.com

Dealer Support Phone: (954) 228-9100.

Order Requirements – All prices listed on page 2 include free shipping. We ONLY accept credit/debit card payments. We accept MasterCard, Visa, American Express and Discover. Gift cards and partial payments are not accepted. Minimum order amount is \$1000.

To maintain dealer status, dealer must purchase a minimum of \$1000 of product every 90 days.

MOQ (Minimum Order Quantity) for vacuums is 4 units per order.

Customer Service – Soniclean handles all customer service. If your customers have any questions regarding their order, their product, warranty or service, please have them contact us directly at:

Customer Support Email: customerservice@sonicleanusa.com

Customer Support Phone: (954) 500-0907

Dealer Support (for dealers only) – If you have any questions about our dealer program or want to order inventory over the phone, please contact our dealer department directly at:

Dealer Support Email: dealers@sonicleanusa.com

Dealer Support Phone: (954) 228-9100

Program Pricing – October 15, 2022

Inventory Pricing				
Product	SKU	Sold in Multiples of:	Dealer Cost (Unit/Packages)	MAP (Unit/Package)
Soft Carpet Upright Vacuum Cleaner	SFC-7000	2	\$235.00 (qty: 2-8) \$225.00 (10+)	\$399.99
Varro Professional Steam Cleaner	VSS-1000	1	\$750.00	\$999.99
WhisperJet C2 Canister Vacuum Cleaner	WJ-C2-CAN	2	\$211.00	\$299.99
WhisperJet C2 Premium Accessory Kit	WJ-C2-PREM ACC KIT	2	\$75.00	\$129.99
WhisperJet C2 HEPA Canister Filter Bags (7 Pack)	WJC2-PKG BAGS	4	\$25.00	\$34.99
WhisperJet C2 ULPA Exhaust Filter (1 Pack)	WJ-C2EX	4	\$15.50	\$25.99
Mohawk Cordless Digital Stick Vacuum	STV-1	2	\$145.00 (qty: 2-8) \$130.00 (10+)	\$299.99
Upright HEPA Filter Bags (7 Pack)	SUF-0520	4	\$25.00	\$34.99
Sonicfresh Fragrance Pods (8 Pack)	SFP-0100	4	\$12.50	\$19.99

[Minimum Advertised Price (MAP) Policy on Following Page]

Minimum Advertised Price (MAP) Policy

Zenith Technologies, LLC ("Zenith") has adopted this MAP policy for application to all of Zenith's "SONICLEAN®" products. This policy shall apply to all distributors, dealers, and retailers (hereinafter referred to, collectively, as "Resellers") who resell SONICLEAN® products to end users located in the United States and Canada.

Zenith is adopting this MAP policy to preserve a strong reputation for providing customers with high value products and strong post-sales support. Zenith greatly values the efforts of all Resellers to distribute SONICLEAN® products.

The MAP policy shall work under the following guidelines:

- 1) This MAP policy applies to all SONICLEAN® products. The MAP pricing is established by Zenith and may be adjusted by Zenith at any time and from time-to-time, at its sole discretion. In accordance with this MAP policy, Resellers shall not advertise SONICLEAN® products for prices below those set forth on Schedule A, annexed hereto and made a part hereof, as same may be amended from time-to-time.
- 2) This MAP policy applies to all advertisement of SONICLEAN® products in any and all formats. This MAP policy is not applicable to any in-store advertising that is displayed only in the store and is not distributed to any customer. In store displays, point of sale signs, hangtags or bar codes or similar marks on products or product packaging which merely state the price, are not considered "advertising" for purposes of this MAP policy. Resellers are strictly prohibited from advertising and selling SONICLEAN® products on the internet, without explicit written approval from Zenith, via a separate written agreement. This includes advertising and selling on any Reseller's web site or third-party websites such as, but not limited to, eBay and Amazon (a "Third- Party Site"), For avoidance of doubt, Resellers may not advertise any SONICLEAN® products on any website whether controlled by such Reseller or any Third-Party Site, nor employ the use of paid searches as part of such internet marketing strategy.
- 3) Bundling or including free or discounted SONICLEAN® product(s) with the sale of any other SONICLEAN® product shall constitute a violation of this MAP policy.
- 4) If pricing is displayed, any strike through or other alterations of the minimum advertised price is strictly prohibited.
- 5) This MAP policy applies only to advertised price and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Reseller's retail location; provided, however, that any prices quoted by Reseller over the telephone or via email correspondence must be MAP prices.
- 6) This MAP policy does not establish maximum advertised prices. All Resellers may offer SONICLEAN® products at any price in excess of the MAP established for such products.

7) Zenith, in its sole discretion, reserves the right to modify or suspend this MAP policy with respect to any Reseller, without in any manner affecting the obligations of other Resellers hereunder.

8) Reseller acknowledges and agrees that a violation of this MAP policy will cause Zenith irreparable harm and significant injury, the degree of which may be difficult or impossible to ascertain. Accordingly, Reseller shall pay to Zenith, as liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each and every violation of this MAP policy. In addition to the foregoing, in the event of a violation of this MAP policy, Zenith shall be entitled to immediately terminate all of Reseller's rights to sell SONICLEAN® products. In conjunction with the foregoing, Zenith shall be entitled to immediately terminate the supply of SONICLEAN® products to the Reseller, including the cancellation of all orders from Zenith or its distributors, to the Reseller. The rights and remedies of Zenith are cumulative and are in addition to any rights and remedies available to Zenith under applicable law.

9) Reseller acknowledges and agrees that Zenith will not be required to provide prior notice, issue any warning or provide a cure period before taking action under this policy. The failure by Zenith to enforce the provisions of this MAP policy with regard to any breach of any provision of this MAP policy by any Reseller shall not be construed as a waiver of any subsequent or other breach by such Reseller (or any other Reseller).

10) No employee or sales representative of Zenith has the authority to discuss or, in any manner, modify this MAP policy and any action of any person which claims to modify this MAP policy or to solicit or obtain the agreement of any person to modify this MAP policy is unauthorized and invalid and any such modification shall be of no force or effect. Any questions about this policy should be in writing and directed to: Zenith Technologies, LLC, 6550 N. Federal Hwy., Suite 240, Fort Lauderdale, Florida 33308, dealers@sonicleanusa.com. Any action taken by Zenith under this policy shall be without liability to Zenith.

11) Resellers of SONICLEAN® products shall supply a copy of this MAP policy to any of its affiliated or related distributors, dealers, and retailers (as contemplated herein), to be completed, executed and returned to Zenith. This form shall be signed and returned to Zenith by Reseller. The execution of this MAP policy by Reseller shall serve as an acknowledgement of, and agreement to, the terms hereof, and will bind the Reseller to abide by the MAP policy and reseller requirements set forth herein.

Notwithstanding anything contained herein to the contrary, this MAP policy shall apply to Reseller, as well as any principal, parent, affiliate or subsidiary of Reseller.

[Signature page to Minimum Advertised Price (MAP) Policy on Page 5]

Please indicate your understanding of this MAP policy and your agreement to abide by the terms and conditions of this MAP policy by executing this agreement and providing the information requested below:

Company Name: _____

Store Name: _____

Address: _____

Contact Phone Number: _____

Authorized Representative: _____
(Print Full Name)

Title: _____

Signature: _____

Date: _____

Attn: Mark Bosses | President
Zenith Technologies, LLC (DBA Soniclean)
6550 N. Federal Hwy., Suite 240
Fort Lauderdale, FL 33308
Telephone: (954) 228-9100
Email: dealers@sonicleanusa.com

***Please sign and email ALL 5 PAGES to:**

dealers@sonicleanusa.com