



Authorized Dealer Agreement

If you are an active Mohawk/Karastan floorcovering retailer and would like to become an authorized Soniclean dealer, please submit your selling application here: www.dealers.sonicleanusa.com

Once you register, 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, where you can:

- Drop ship vacuum cleaners and appliances directly to your customer's home.
- Order inventory for your showroom/warehouse.

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.

DEMO Unit (SFC-7000 and KSC-7500 Only) – All dealers are eligible to receive an upright demo unit for in-store display purposes. Demo machines are \$200.00/unit (freight included) for the SFC-7000 or KSC-7500. Demo units cannot be sold to customers. One demo unit per store location. With the purchase of a demo unit, you are eligible to have your company listed on our consumer facing website's dealer locator. Demo units can only be purchased over the phone: (954) 228-9100.

Soniclean Vacuum Display – Both Karastan and 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 or complete your order via the Soniclean web app.

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.

Payment Terms – All prices listed on page 2 include free shipping. If your order total is equal to or greater than \$2,580.00, you have the option of being invoiced through your Mohawk account. For orders less than \$2,580.00, we accept credit/debit card payments. We accept MasterCard, Visa, American Express and Discover. Gift cards and partial payments are not accepted.

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

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 (Mohawk Branded)	SFC-7000	2	\$235.00 (qty: 2-8) \$225.00 (10+)	\$399.99
Soft Carpet Upright Vacuum Cleaner (Karastan Branded) (Only available for Karastan Dealers)	KSC-7500	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	\$28.00	\$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	\$28.00	\$34.99
Sonicfresh Fragrance Pods (8 Pack)	SFP-0100	4	\$15.00	\$19.99

Direct-Ship Program				
Product	SKU	Sold in Multiples of:	Dealer Cost (Unit/Packages)	MAP (Unit/Package)
Soft Carpet Upright Vacuum Cleaner (Mohawk Branded)	SFC-7000	1	\$255.00	\$399.99
Soft Carpet Upright Vacuum Cleaner (Karastan Branded) (Only available for Karastan Dealers)	KSC-7500	1	\$255.00	\$399.99
Varro Professional Steam Cleaner	VSS-1000	1	\$750.00	\$999.99
WhisperJet C2 Canister Vacuum Cleaner	WJ-C2-CAN	1	\$231.00	\$299.99
WhisperJet C2 Premium Accessory Kit	WJ-C2-PREM ACC KIT	1	\$85.00	\$129.99
Mohawk Cordless Digital Stick Vacuum	STV-1	1	\$160.00	\$299.99

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, including catalog and internet 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 Exhibit 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 media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, email newsletters, email solicitations, television, radio and public signage. 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. This MAP policy applies to any Reseller website, and any such sales must be made at MAP pricing. For avoidance of doubt, Resellers may not advertise any SONICLEAN products on any website that is not controlled by such Reseller including, but not limited to, eBay and Amazon (a "Third-Party Site"), nor shall any Reseller otherwise use any Third-Party Site to drive traffic for SONICLEAN products. Regarding website advertising, Resellers specifically acknowledge and agree that they may not employ the use of paid searches and search engine shopping platforms 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 strikethrough 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 must be MAP prices. Zenith Resellers remain free to sell the MAP products at any price they elect.
- 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. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.

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) In case of a violation of the MAP policy, Resellers will be allowed twenty-four (24) hours to bring advertising into compliance with this MAP policy, or Zenith shall be entitled to immediately terminate the supply of SONICLEAN products to the Reseller. In cases of intentional and/or repeated failure to abide by this policy, Zenith will terminate all orders from Zenith or its distributors, to the Reseller. Zenith will not provide prior notice or issue warning before taking action under this policy. The failure by Zenith to enforce the provisions of this MAP policy regarding 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.

9) 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.

10) 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.