**AUTHORIZED RETAILER AGREEMENT FOR**

**MITSUBISHI BRAND NAME PRODUCTS**

**1. APPOINTMENT.** Mitsubishi Electric Visual Solutions America, Inc. (“MEVSA”) appoints \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“RETAILER”) as a non-exclusive authorized retailer and RETAILER accepts such appointment in the United States in accordance with all the terms and conditions of this Agreement. This appointment shall be limited in scope to the retail sale and promotion to end-users in the United States of MEVSA Products as designated below:

**(a) Retail locations**

□ RETAILER **IS** authorized for sales of the Products from the following retail locations:

PRODUCTS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RETAIL LOCATIONS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

□ RETAILER **IS** **NOT** authorized for sales from retail locations

**(b) Internet Sales**

□ RETAILER **IS** authorized to sell Products via the Internet from the following website(s):

AUTHORIZED WEBSITES:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

□ RETAILER **IS NOT** authorized to sell Products via the Internet.

MEVSA does not grant to RETAILER any territorial, product or other exclusivity. MEVSA reserves the right to compete with, and to appoint other resellers who compete with, RETAILER and to appoint additional resellers to sell Products directly to wholesalers and end-users at any location by any distribution method. RETAILER shall not sell Products via the Internet at any Internet site other than RETAILER’s Authorized Website if so authorized. RETAILER shall sell Products only in strict accordance with the terms and conditions set forth herein.

**2. RETAILER REPRESENTATIONS AND WARRANTIES.** RETAILER represents and warrants to MEVSA that: (i) it has all necessary rights and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and nothing contained in this Agreement or in the performance of this Agreement will place RETAILER in breach of any other contract or obligation; (ii) in its performance under this Agreement, it shall at all time comply with all federal, state and local laws, statutes, regulations, ordinances and MEVSA policies affecting or related to RETAILER’s activities under this Agreement, including without limitation, those concerning unfair competition, product disparagement and deceptive trade practices; (iii) it shall not make any representations or warranties regarding the Products inconsistent with those contained in the applicable Limited Warranty Statement; and (iv) neither RETAILER’s performance of the Agreement nor the operation of RETAILER’s Authorized Website and RETAILER’s Website will in any way constitute an infringement or other violation of any copyright, patent, trademark, trade secret, service mark or other proprietary or personal rights of MDEA and of any third party.

**3. INDEMNITY AND LIMITATION OF LIABILITY**

**3.1 RETAILER Indemnification Obligations.** RETAILER agrees to indemnify and hold harmless MEVSA and its respective officers, directors, employees, agents, parents and affiliates, and others working for any of them or on their behalf from and against any and all third-party claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs), arising out of or resulting from (i) any breach of RETAILER’s obligations under this Agreement, and if applicable, RETAILER’s Website or the use and content thereof; (ii) any infringement by RETAILER of MEVSA’s trademarks or other intellectual property. In the event of any breach by RETAILER of its obligations under Section 4 of this Agreement, in addition to any other rights or remedies available to MEVSA, RETAILER shall indemnify and hold MEVSA harmless against all costs and expenses including attorneys’ fees in connection with MEVSA’s efforts to (i) secure an injunction to stop further use of MEVSA’s trade names and trademarks, (ii) seek damages, including actual damages, and profits earned by RETAILER and reasonable attorneys’ fees and costs, and (iii) pursue a court-ordered remedial advertising campaign. These obligations shall survive any termination or expiration of this Agreement.

**3.2 Limitation of Liability.** MEVSA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS EXCEPT AS EXPRESSLY STATED IN A WRITTEN LIMITED WARRANTY FOR THE BENEFIT OF THE CONSUMER ACCOMPANYING THE PRODUCTS AND/OR AS EXPRESSLY STATED IN A SEPARATE SERVICE CENTER AGREEMENT WITH DEALER. MEVSA DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS. UNDER NO CIRCUMSTANCES SHALL MEVSA BE LIABLE TO DEALER OR ANY OTHER PERSON FOR ANY LOSSES, COSTS, DAMAGES OR EXPENSES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, SUSTAINED BY REASON OF ANY BREACH OF ANY WARRANTY.

**4. TRADEMARKS AND INTELLECTUAL PROPERTY.** During the term of this Agreement, MEVSA authorizes RETAILER to use the trade names and trademarks “Mitsubishi,” the Three Diamond Logo and “Authorized Mitsubishi Retailer” in connection with RETAILER’s sale, advertisement and promotion of any MEVSA Products at RETAILER’s retail locations or, if authorized, on RETAILER’s Authorized Website or RETAILER’s Website only. RETAILER’s use of MEVSA’s trademarks and trade names shall be in accordance with MEVSA policies in effect from time to time.

**5. INDEPENDENT CONTRACTOR.** RETAILER is an independent contractor with MEVSA. Because RETAILER is an independent contractor, RETAILER has no authority to act for or on behalf of MEVSA, to bind MEVSA under any written or oral agreement or to incur any obligations or to make any expenditure on behalf of MEVSA. This Agreement does not create or give rise to any agency, joint venture or partnership between MEVSA and RETAILER.

**6. TERM AND TERMINATION.** MEVSA may terminate this Agreement immediately at any time, with or without cause, upon notice to RETAILER. Termination of this Agreement shall not operate to discharge any liability that has been incurred by MEVSA or by RETAILER prior to the effective date of such termination. Immediately upon the termination of this Agreement, RETAILER shall cease to represent itself as an Authorized Mitsubishi Retailer of MEVSA Products and shall otherwise discontinue all conduct and activities that might lead the public to believe that RETAILER is authorized by MEVSA to sell Products via the Internet.

**7. ASSIGNMENT.** RETAILER shall not assign its rights or delegate its duties under this Agreement without the prior written consent of MEVSA, which may be granted or withheld in MEVSA’s sole discretion. Any attempted assignment or delegation shall be void. MEVSA reserves the right to assign its rights or delegate its duties under this Agreement without the consent of RETAILER.

**8. NOTICES.** All notices by either party that may or are required to be given under this Agreement shall be in writing and shall be given by personal delivery, by recognized overnight courier delivery service or by first-class U.S. mail to the other party at its address set forth on the first page of this Agreement or to such other address as is provided by notice given in accordance with this Section. Notices shall be effective when received.

**9. Governing Law.** This Agreement and the rights and obligations of the parties to and under this Agreement shall be construed and interpreted in all respects in accordance with the laws of the State of California, without regard to the principles of conflicts of law; provided that any questions regarding copyright, trademark, patent, intellectual property or trade secret matters shall be determined in accordance with federal law. RETAILER hereby consents to the jurisdiction of and agrees that venue for any legal proceedings shall be proper in the federal or California state courts located in Orange County, California. This Agreement and the rights and obligations of the parties under this agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.

**10. GENERAL.** This Agreement contains the complete, final, and exclusive statement of all the terms of the Agreement between MEVSA and RETAILER and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between MEVSA and RETAILER relating to the subject matter of this Agreement. There are no understandings, statements, promises or inducements, oral or written, contrary or supplementary to the terms of this Agreement. If any provision of this Agreement is held to be illegal or unenforceable, no other provisions of this Agreement shall be affected. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, shall constitute a waiver of any other provisions of this Agreement whether or not similar, nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is sought to be enforced. Failure on any occasion by MEVSA to enforce any term or condition of this Agreement shall not prevent or bar enforcement on any other occasion. No supplement, modification or amendment of the Agreement shall be binding or enforceable unless executed in writing by the parties.

**MITSUBISHI ELECTRIC RETAILER**

**VISUAL SOLUTIONS AMERICA, INC.**

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By: By:

Name: Max Wasinger Name:

Title: Executive VP, Sales and Marketing Title: