QuestAI Dealer Agreement

This Agreement is made and entered into this day March 28, 2024 by and between Quest Acoustical Interiors, Inc. (hereinafter called "QuestAI") and a operating in to become a duly designated a QuestAI Direct Dealer (hereinafter called the "DEALER"), with offices at

.

Federal Employer Identification Number (FEIN):

Sales/Use Tax Number:

The parties hereto agree as follows:

I. ASSOCIATION

The Company hereby grants the listed DEALER the right to purchase, market, and distribute QuestAI's products.

II. AUTHORIZED PRODUCTS

1. The DEALER is hereby authorized to sell the following products:

III. DUTIES

1. The DEALER agrees to actively and diligently promote the sale of the Products during the Term hereof. QuestAI shall refer to the DEALER inquiries for Products in the assigned geographic region.

2. The DEALER will pay all its expenses, in representing QuestAI's products and servicing its accounts, and will receive no allowance or reimbursement therefore without prior written approval.

3. The DEALER shall endeavor to maintain technical capabilities, within their company, to assure high quality professional acoustical services and consulting are achieved.

IV. ASSISTANCE BY QUESTAI

1. QuestAI agrees to furnish the DEALER with sales aids that may be made available by QuestAI. QuestAI further agrees to provide DEALER with reasonable office support and technical assistance upon terms and conditions to be agreed upon from time to time.

2. QuestAI shall refer to the DEALER inquiries for Products in their geographic region.

V. INTELLECTUAL PROPERTY RIGHTS

1. The DEALER shall not use QuestAI's trade names and/or trademarks without the prior, express written consent of QuestAI. Under no circumstances shall the DEALER, at any time, use QuestAI's trade names, trademarks or other proprietary information as part of the DEALER's corporate or trade name. Upon termination of this Agreement, the DEALER shall remove all references to QuestAI from its letterheads, advertising literature and places of business, and shall not thereafter use any similar or deceptive name or trademark intending to give the impression that there is any relationship between the parties. In addition, the DEALER shall cease using and return or prove destruction of QuestAI design aids, software, installation guides and other technical support materials or self-made variations. QuestAI design techniques are proprietary and are not authorized for use beyond the termination of this agreement.

VI. CUSTOMER SERVICING

1. The DEALER shall maintain regular contact with their customers in order to support each sale of its products and services. It is the responsibility of the DEALER to act as intermediary between QuestAI and their customer. The DEALER may choose to augment QuestAI services with other services (project management, onsite support, calibration, other acoustical products, etc.). These other services and products may not be advertised or in any way indicated as QuestAI services or products. QUESTAI DOES NOT ACCEPT ANY LIABILITY OR

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RESPONSIBILITY FOR NON-QUESTAI SERVICES PROVIDED BY THE DEALER. THIS DISCLAIMER MUST BE DISCLOSED TO CUSTOMERS UPON ENGAGEMENT OF THE DEALER OR RESELLER.

VII. ORDERS/ACCEPTANCE/PRICE AND TERMS

1. DEALER is authorized to receive Direct Dealer discounts shown on current price list for acoustical products and services which is available in the QuestAI Dealer Portal.

2. All orders from DEALER are subject to approval and final acceptance by QuestAI. Pricing to DEALER shall be as set forth in confidential DEALER Price lists (as revised from time to time by QuestAI in its sole discretion) in effect on date of shipment. For nonstandard Products not listed in the dealer price list which are sold to DEALER for resale, the price shall be as quoted to DEALER at time of inquiry, provided that the inquiry is within sixty (60) calendar days of order entry.

3. Payment to QuestAI by DEALER shall be in United States currency. 100% payment of the quote is required upon the placing of order(s).

4. Other terms and conditions as specified on QuestAI’s current price list are also in force.

VIII. WARRANTY AND FORCE MAJEURE

1. QuestAI warrants that all Products delivered hereunder shall be of QuestAI's standard quality. QuestAI will warranty products from defects in parts and workmanship for a period of one year from the date of shipment. QuestAI does not cover or warranty removal or reinstallation costs under any circumstances. QuestAI retains the right to cure any product defect by repair or component replacement using like new refurbished parts. QUESTAI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED: THERE ARE NO IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. QuestAI shall not be liable for damages resulting from delays in shipment or inability to ship due to normal production and shipment delays or those resulting from acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown or equipment failure, voluntary or involuntary compliances with any law, order, rule or regulation of governmental agency or authority; or inability to obtain material (including power and fuel), equipment or transportation, or arising from any other contingency, circumstances or event beyond the control of the QuestAI.

3. Errors and Omissions: The Dealer shall provide prompt written notice to QAI and the designer if the Client becomes aware of any fault or defect in the design project, including errors, omissions or inconsistencies in the design, and will provide a reasonable opportunity for QAI or designer to correct any error, omission or inconsistency at no cost to the Dealer. QAI and designer shall not have control over or charge of, and shall not be responsible for, acts of errors or omissions of the Dealer or of any other persons or entities performing portions of the work.

4. The Dealer is responsible for including in their contract with their Client any provisions for limiting the Dealer's liability for any defects in products or errors and omissions in any QuestAI design. QuestAI's agreement for providing product and design services is with the Dealer and QuestAI liability is held strictly within the bounds of this agreement.

IX. LIMITATION OF LIABILITY

1. No claims of any kind, whether as to materials delivered or for non-delivery of materials from QuestAI, and whether arising in tort or contract, shall be greater in amount than the purchase price of the products or services in respect of which such damages are claimed; and the failure to give notice of the claim to QuestAI where the order was placed within sixty (60) calendar days from the date fixed for delivery shall constitute a waiver by the DEALER and it’s reseller of all claims in respect of such Products. In no event shall QuestAI be liable for special, indirect or consequential damages. Any claim with respect to defective Products or breach of warranty must be promptly made and shall apply to Products properly used, stored, applied, installed and maintained.

X. RELATIONSHIP BETWEEN QUESTAI AND DEALER

1. The DEALER is not an agent, employee or legal representative of QuestAI, but an independent contractor.

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DEALER does not have any authority to assume or create any obligation or responsibility on behalf of QuestAI or bind QuestAI in any manner whatsoever. The relationship between QuestAI and DEALER is that of vendor and vendee. DEALER further agrees to defend, indemnify and hold QuestAI harmless from and against any and all claims of third parties that would not have arisen but for an act or omission by the DEALER or it’s resellers that is contrary to the above-acknowledged relationship or any other term hereof.

XI. RESELLERS

1. The DEALER is not authorized and is prohibited from Reselling QuestAI products and services to other non-QuestAI Dealers or Contractors for subsequent resale to End-users. Products and services sold on this basis are not eligible for QuestAI warranty or support.

XII. TERM/CANCELLATION

1. This Agreement shall become effective as of the date hereof upon execution by an officer or other authorized representative of the QuestAI and by an authorized representative of the DEALER and shall remain in effect until terminated by either party for any other reason upon not less than thirty (30) calendar days prior written notice to the other party. Commissions and revenues earned prior to the date of termination due to the DEALER will be paid according to the terms herein. Any revenues or commissions resulting from orders placed after the termination date will be forfeited by QuestAI. Agreements will be reviewed on an annual basis.

2. Without limitation, the following events shall constitute grounds for termination by QuestAI: (a) If the DEALER shall file or have filed against it a petition in bankruptcy or insolvency or if the DEALER shall make an assignment for benefit of its creditors of if DEALER's viability as a going concern should, in QuestAI's judgment, become impaired; (b) If the DEALER fails to maintain a diligent sales and support effort for their assigned customers. (c) If the DEALER degrades and places in bad repute the name and reputation of QuestAI expressly or by virtue of its methods of handling and/or promoting the Products; (d) If the DEALER fails to meet any other of its obligations hereunder.

3. Except as may be otherwise determined pursuant to the laws of the jurisdiction where the DEALER has its principle office, QuestAI shall have no liability to the DEALER by any reason of any termination or cancellation of this Agreement by QuestAI, including without limitation, liability for direct or indirect damages on account of loss of income arising from anticipated sales, compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.

4. Upon termination of QuestAI by the DEALER, QuestAI shall have the option of buying back from DEALER any new unsold Products purchased from QuestAI, at the prices charged to DEALER, less QuestAI's then applicable restocking charge, if any, and less any additional expenses incurred by QuestAI arising out of termination by the DEALER.

XIII. NONDISCLOSURE

1. All information transferred or otherwise revealed to the DEALER by QuestAI under this Agreement, including but not limited to, engineering information, software, manufacturing information, technology, know-how and price books or lists, will at all times remain QuestAI's property. DEALER shall at all times hold such information confidential and shall not disclose any such information if not otherwise within the public domain. Upon any termination of this Agreement, or as QuestAI directs from time to time, DEALER shall promptly return all such information to QuestAI, together with any copies or reproductions thereof or prove destruction of said materials. The DEALER's obligations under this section shall survive any termination of the Agreement.

XIV. VARIOUS

1. This Agreement constitutes the entire and only agreement between the QuestAI and the DEALER with respect to its subject matter and there are no understandings or representations of any kind, express, implied, oral, written, statutory or otherwise, not expressly set forth herein. No alteration or modification of this Agreement shall be binding unless in writing and signed by the party to be bound thereby.

2. This Agreement is not assignable in whole or in part by either party without express written consent of the other.

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3. This Agreement shall be interpreted and enforced in accordance with the laws of the Illinois.

To be signed by the designated principle , at

X _____ X _____

Signed By Gerald Lemay
Signed On: January 31, 2018

Signature Certificate

Document name: QuestAI Dealer Agreement

Unique Document ID: 66434B170928E3C60ED9B11653435BD26FD41FE9

LEGALLY SIGNED USING WPesignature
Build. Track. Sign Contracts.

Timestamp	Audit
December 8, 2017 4:40 pm CDT	QuestAI Dealer Agreement Uploaded by Gerald Lemay - lemay@questai.com IP 75.132.152.218
January 31, 2018 10:26 am CDT	QuestAI Dealer Communications - dealersales@questai.com added by Gerald Lemay - lemay@questai.com as a CC'd Recipient Ip: 75.132.152.218

This audit trail report provides a detailed record of the online activity and events recorded for this contract.