



100 NW 11th ST Boca Raton FL 33432

Tel:866-477-3336 Fax: 561-955-9760

NAV-TV Corp Authorized Dealer Agreement

This agreement is made this the _____ day of _____ 20____ between NAV-TV Corp 100 NW11th St Boca Raton Florida 33432 and

_____,
Having its principal place of business at street: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____
Does this address also serve as a retail store: Yes _____ No _____

Please list all other authorized Locations and attach to this document.

Billing Address: _____
City: _____ State: _____ Zip: _____
Shipping Address: _____
City: _____ State: _____ Zip: _____

Certificate of Resale

THE UNDERSIGNED CERTIFIES THAT OEM INTERFACE MODULES PURCHASED FROM NAV TV, EFFECTIVE ON THE SIGNED DATE OF THIS AGREEMENT, ARE FOR RESALE AT THE AUTHORIZED LOCATIONS LISTED ABOVE AND / OR ON THE ATTACHED DOCUMENT.

This certificate shall be considered a part of each order, which we shall hereinafter place. This is to continue in force until revoked in writing.

BUYER'S CERTIFICATE NUMBER: _____

NAV TV Corp and Dealer agree as follows:

1) No other **Dealer Location(s)** may be added without the prior written consent of NAV-TV Corp. To request such consent Dealer shall submit a statement to NAV-TV Corp setting forth the following information with regard to each proposed Dealer Location: Store name and address and managerial responsibility.

2)**Export Sales:** Dealer shall not sell or otherwise transfer the products to any person or entity located outside the United States without prior written consent of NAV-TV Corp.

3) **Mail Order, Telemarketing and Internet Sales.** Dealer Agrees to sell the products only to consumers who visit Dealer's retail outlets and Dealer shall refrain from any mail, telemarketing or Internet sales of NAV-TV Corp products.

4) **Terms of the sale.** NAV-TV Corp agrees to sell and Dealer agrees to purchase and pay for such quantities of the product as Dealer may reasonably request at the prices and subject to the other terms and conditions of sale established by NAV-TV Corp and in effect at the time of shipment. The Dealer shall pay for all the products in accordance with the invoice terms. The Privilege to return merchandise shall be at NAV-TV Corp discretion. Merchandise which is returned for credit in good condition and accepted is subject to a minimum 20% restocking and handling charge.

5) **Obligation to Promote Product Sales.** The dealer shall use its best efforts to stimulate interest in and the sale of the product in particular and without limiting the generality to the foregoing the Dealer shall: (a) acquire and maintain adequate facilities, display product and / or P.O.P. materials and to personally explain and demonstrate the features of the products to each individual retail customer (b) maintain a representative inventory of the products in quantities sufficient to meet reasonably anticipated sales during a period of not less than one month (c) prominently display all advertising materials provided by NAV-TV Corp and cooperate fully with NAV-TV Corp in connection with all promotional programs and sales training programs offered by NAV-TV Corp and (d) at no time engage in any illegal, deceptive, unfair or unethical trade practices such as bait and switch advertising or any other practices which may adversely affect the image and reputation of NAV-TV Corp or its products and shall make no false misleading disparaging representations regarding NAV-TV Corp or any of the products.

6) **Advertising.** Unless otherwise authorized by NAV-TV Corp in advance, Dealer shall use NAV-TV Corps' name and NAV-TV Corps' trademarks, trade names and copyrighted materials only when accompanied by the words Authorized NAV-TV Corp Dealer, for the purpose of advertising and promoting sales of the products and shall not use any such names or materials in any advertising in any way which is objectionable to NAV-TV Corp, or unlawful, or in any way which tends directly or indirectly to lessen the value and goodwill of NAV-TV Corp name or materials, or in connection with the sale of another product or group of products not manufactured by NAV-TV Corp, whether or not components made by NAV-TV Corp are in such a group without specifically stating which components are NAV-TV Corp products. Nothing herein shall transfer to Dealer any interest or ownership in any such name, trademark, trade name, or copyright or in any patent application, patent right or license in or any soft products and provided further Dealer rights to use such materials and names shall cease upon the termination of this agreement. Dealer will not advertise or engage in promotional activities concerning the products unless it has in stock sufficient supply of advertised product or products to meet anticipated demand. Failure to comply with this requirement shall be grounds for termination of this agreement by NAV-TV Corp.

7) **Terms of Agreement and Termination.** This agreement shall begin on the date written above and shall continue for a period of one year unless terminated. Either NAV-TV Corp or Dealer may terminate this agreement as follows; Wherein the termination is

without cause thirty (30) days written notice pursuant to the terms of this agreement must be given to the other party where the termination is for cause, such thirty (30) days advance written notice need not be given.

Initials: _____ Date: _____

As of the effective date of termination, unfilled Dealer orders shall be deemed canceled and from thirty (30) days from that date NAV-TV Corp shall have the sole option to purchase from Dealer and Dealer agrees to sell to NAV-TV Corp all or any part of the products then in the dealer's stock at the net prices paid for the products by the Dealer less any discounts paid to Dealer. Upon exercise of the option, Dealer agrees to ship at Dealers expense the products to NAV-TV Corp at the address set forth above or such place as NAV-TV Corp may designate. Upon termination, Dealer agrees to cease representing itself as a NAV-TV Corp Dealer and to ship NAV-TV at such location as NAV-TV Corp may designate all advertising material owed by NAV-TV Corp. Upon termination, all open invoices are due and payable at the sole option of NAV-TV Corp. Neither NAV-TV Corp nor Dealer shall be liable to the other for damages of any kind including incidental or consequential damages on account of termination of this agreement.

8) **Warranties.** Dealer shall make no warranties or guarantees with respect to the products or the use of the products except as may be authorized by NAV-TV Corp in writing. Sales shall be made under NAV-TV Corp warranty as in effect from time to time and shall be extended to purchasers at retail from Dealer. Dealer agrees to comply at all times with the requirements of Federal Consumer Products Warranty Act and take all actions that NAV-TV Corp may from time to time request for purposes of compliance with the Act. NAV-TV Corp products come with a one year parts and labor warranty except for modifications which comes with a 90 days parts and labor warranty. The warranty starts from the original date of purchase. USB product that is returned and has not been loaded with the most recent update available will be returned to Dealer and not accepted as defective.

9) **Product Changes.** NAV-TV Corp may at any time add, change or cease making products available without notice to Dealer and Dealer shall have no claim against NAV-TV Corp for failure to furnish product of the model, design or type previously sold.

10) **No Agency.** Nothing in this Agreement shall be deemed to constitute the Dealer an Agent, Representative or employee of NAV-TV Corp for any purpose. Dealer is not granted and shall not represent in any way that it possesses any right or authority to assume any obligation or make any agreement or commitment express or implied on behalf of, or in the name of NAV-TV Corp, except as specifically provided herein.

11) **Non-Assignment.** Dealer shall have no right to assign, transfer or sell its rights under this agreement without the prior written consent of NAV-TV Corp. For purposes of this Agreement, assignment shall include, without limitations, any change in the current managerial personnel of Dealer and any assignment, sale or transfer whether or not by legal process, of any interest in Dealer which results in any change in the present ownership interest(s) in Dealer.

12) **Indemnification.** Dealer agrees to indemnify and hold NAV-TV Corp harmless from and against any and all claims, damages and liabilities, whatsoever, asserted by any person or entity resulting directly or indirectly from any breach by Dealer to this agreement and such indemnification shall include the payment of all costs and reasonable attorneys' fees expended by NAV-TV Corp in defending such claims. Dealer shall be required to reimburse NAV-TV Corp from costs and reasonable attorney's fees in the event that NAV-TV Corp institutes litigation against Dealer because any breach by Dealer of this agreement and NAV-TV Corp prevails therein.

13) **Notice.** Notice by either party shall be in writing and shall be deemed sufficient if deposited in the United States mail service in a sealed envelope registered or certified with postage prepaid addressed to the other party at the address set forth herein or at such other address as the parties shall have previously designated by notice given in accordance with this paragraph.

14) **Waivers.** No waiver of any requirement or of any default to the terms of this Agreement shall be deemed a waiver to any other requirement or default.

Initials: _____ Date: _____

15) **Governing Laws.** This shall be governed and construed in accordance with the laws of the State of Florida. In the event that any of the provisions of this agreement shall be held by a court of competent jurisdiction to be unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

16) **Entire Agreement.** This agreement constitutes the entire agreement and understanding between the parties and supersedes all prior discussions, negotiations and agreements between the parties whether written or oral with respect to the subject matter, hereof. This Agreement may not be altered, amended or modified except in a written agreement executed by both parties.

Orders: All orders placed before 4pm EST that are in stock will be shipped the same day.

Shipping: Customer is responsible for all shipping charges. If we are shipping an international package, Dealer is responsible for all shipping, duties and taxes.

Modifications: Some of the applications that we have developed require that a part of the vehicle is sent to NAV-TV for modification. The time frame to complete most modifications is 2-4 business days once it has been received by NAV-TV Corp. These Modifications carry a 90 day warranty. Any radio sent for modification with disc(s) in the drive will be retuned unmodified to the sender at the dealer's expense.

Returns: All returns must be authorized prior to sending, the Return Authorization form (RA) is located on www.nav-tv.com under shipping forms. All returns must be complete and in sellable condition, all returns are subject to a 20% restocking fee.

Returns are for repair or replacement at the discretion of NAV-TV Corp. NAV-TV Corp will cover Ground shipping when the product is exchanged. Any expedited shipping will be at Dealers cost.

Shipping Damage: In the event that the package appears to have been damaged in shipping, you must keep the box and all packing material and contact NAV-TV immediately. Each situation will be evaluated on a case by case basis.

Missing Product or Parts: In the unlikely event that there is either a part or product missing from an order you MUST notify NAV-TV Corp immediately. NAV-TV Corp will respond to the claim within one business day.

Payment Terms: All orders are paid in advance via credit card, cashiers check or money order. COD Company Check only on approved accounts. Payment terms for orders shipped on a credit approved account are Net30 days. All returned checks will incur a \$35 fee and must be paid prior to shipping next order.

Dealer

Dealer Name: _____

By: _____

Date: _____

NAV TV Corp Representative

By: _____

Date: _____