



**NON-EXCLUSIVE RETAIL DEALER AGREEMENT
SHORT FORM - CANADA**
For physical location dealers (brick and mortar)



Manufacturer: iWALKFree, Inc.

Dealer: _____

Date: _____

1. Grant

Dealer is granted the non-exclusive, non-assignable right to sell Manufacturer's Hands Free crutches and related parts and accessories ONLY within Canada only. Sales outside of Canada are specifically prohibited.

2. Terms

All prices are FOB Manufacturer's facility. All orders are subject to acceptance by Manufacturer, who may decline to accept order in their sole discretion. Prices may change from time to time.

3. Terms of Resale

Dealer may sell to retail end users only. Dealer is specifically prohibited from selling to: Other distributors, dealers or other entities who resell the Product. Rental of lease of Product is specifically prohibited. Products sold as new must be in brand new condition. Refurbished, open box, demo or other non-new products must be represented as such and must be fully inspected and reconditioned to have functionality equal to new product. E-commerce sales as an extension of brick and mortar retail operations is permitted; dealers who sell primarily through e-commerce must use the long form iWALKFree Dealer Agreement.

4. Prohibited Channels

Sales or marketing of the Product through third party e-commerce platforms such as, but not limited to Amazon.com, E-Bay, Wayfair, Overstock.com or similar is specifically prohibited. Sales to Federal, State or Local government or military agencies is prohibited without prior written approval. Sales using Dealer names other than the name of the Dealer disclosed on this Agreement (aliases) is prohibited unless disclosed to and approved by Manufacturer in advance in writing.

5. Payment

Dealer shall pay all invoices upon shipment via credit card or prepayment acceptable to Manufacturer. Manufacturer is under no obligation to ship Product until payment in full is received. Other methods of payments require prior approval of Manufacturer, in advance, in writing.

6. Marketing

Marketing, including advertising, of the Product shall be done in a professional manner and adhere to guidelines provided by Manufacturer. Marketing may not degrade the image or goodwill of the Manufacturer or the brand. Dealer may not represent that they are the Manufacturer, including use trademarks or tradenames of Manufacturer or domain names that can be interpreted as being that of the Manufacturer. All advertised pricing must conform to current MAP pricing policies of Manufacturer. If the marketing does not conform, in the sole discretion of Manufacturer, then Dealer agrees to revise or remove such marketing to Manufacturer's satisfaction.

7. Representation

Dealer may not make representations that go beyond or modify the representations of manufacturer as to Product suitability, capabilities, warranties or any other representations not consistent with those of Manufacturer.



8. Warranty and Returns

Manufacturer's responsibility is limited to Manufacturer's warranty in effect at the time of sale to Dealer. Manufacturer is under no obligation to honor warranties or return policies that extend beyond that provided by the Manufacturer.

9. Recalls

In the event of a recall, Dealer agrees to assist Manufacturer in identifying purchasers of the Product.

10. Terms and Termination

The term of this Agreement shall start as of the date signed and shall be valid until terminated by either party with at least thirty (30) days notice.

Manufacturer may elect to immediately terminate this Agreement if:

Dealer is in default of any of the terms of this Agreement

Dealer is in default of payment obligations

Dealer changes ownership

Dealer becomes insolvent or files for bankruptcy protection

Dealer provides false, misleading or fraudulent information to Manufacturer

Upon termination:

All outstanding amounts owed by Dealer shall be immediately paid

All unshipped orders shall be cancelled without liability to either party

Dealer shall stop using Manufacturer's name, tradename, brand names or other identities of Manufacturer or Manufacturer's Product.

Neither party shall be liable to the other losses related to termination of the Agreement

11. Governing Law

Enforcement of this Agreement is in accordance with the laws of Toronto, ON.

12. Final Agreement

This Agreement supersedes any prior Agreement between Dealer and Manufacturer, whether written or oral.

Agreed upon by:

Manufacturer:

Dealer:

By: 

By: _____

Print Name: Brad Hunter

Print Name: _____

Title: Director of Business Development

Title: _____

Complete form, sign, scan and e-mail to dealers@iwalk-free.com or fax to 562 354-3941