

BENITEK & COMPANY NAME PREFERRED PARTNER SUPPLY AGREEMENT

This document specifies the Agreement between **Bentek** ("Seller") and **COMPANY NAME** ("Purchaser") that pertains to sale of Bentek products. The terms and conditions set forth below establish the contractual basis under which the Equipment is offered for sale and the conditions of fulfillment that pertain to any subsequent purchase orders.

The Agreement is entered into on _____, 2016_ by Bentek, a Delaware corporation, with its principle place of business at 2350 Harris Way, San Jose, CA 95131, and COMPANY NAME.

VOLUME AND REBATE– Seller shall supply the Purchaser with as much Equipment as Purchaser requires. The Purchaser agrees to place purchase orders ("Orders") totaling \$XXX,XXX in the year 2016 of Bentek Solar Products, listed in Appendix A. If value of shipments delivered by Seller to the Purchaser in 2016 exceeds the \$XXX,XXX target COMPANY NAME will receive a rebate on the total purchases delivered in 2016. This rebate will be applied to future Bentek Solar product purchases in 2017. Shipments of products with special pricing negotiated outside of this agreement will not be included in calculation of the rebate.

DAMAGES – Neither Purchaser nor Seller shall be subject to any monetary damages associated with non-performance of its obligations according to this Agreement.

PRICE AND PAYMENT – The Preferred Partner prices for Bentek products are outlined in the matrix in Appendix A. Optional features are included in the agreement with additional prices outlined in the Preferred Partner Pricing Matrix in Appendix A. Payment shall be by cash, check or wire transfer within 30 days from receipt of material. Any delay in a 30-day payment schedule will jeopardize this agreement and the pricing in Appendix A.

EXPIRATION – This agreement terminates on December 31, 2016.

TAXES – Sales taxes shall be paid by Purchaser directly and included in all purchase orders.

SCHEDULE – Seller shall deliver all Equipment to the delivery address ("Site") within the specified time frame indicated on the associated purchase order. Seller will advise Purchaser in the event of changes in schedule or in planned delivery.

SHIPPING AND HANDLING – Equipment shall be shipped either via the Purchaser's carrier of choice or by Bentek's carrier. Purchaser shall provide a shipping carrier name and account number to the Seller on each Order if customer selects carrier. Seller is responsible for shipping the Equipment from the Seller's closest warehouse or to the Site. Risk of loss passes to the purchaser as soon as the equipment leaves the Seller's shipping dock through FOB Origin if the, carrier is chosen by the customer.

ACCEPTANCE – The Purchaser shall have five business days from the date of delivery to Site to accept the Equipment ("Acceptance Period"). In the event there is a shortage of Equipment or Equipment is found to be defective, the Purchaser shall notify the Seller. In this case the Seller will be responsible for all costs including shipping costs incurred for replacement of defective or missing Equipment; replacement Equipment shall be delivered to Site within reasonable time of notification by Purchaser. The date payment is due for deliveries that are not accepted within five business days shall be pushed back one day for every day that passes between the original delivery date and the date that replacement Equipment are delivered and accepted. If no notification has been made to the Seller by the Purchaser in five business days, then Acceptance shall have been deemed to have occurred on the fifth business day following the delivery to Site.

STORAGE –Upon request, Seller agrees to store finished products for the benefit of the Purchaser. Storage will be in a protected space. Terms of payment established before the Purchaser's request for storage remain in effect unless modified through mutual written agreement.

TITLE –Purchaser and Seller both agree that Seller maintains security rights to title until all payments for Equipment have been received by Seller.

WARRANTY – The previously executed Bentek Corporation Limited Warranty for COMPANY NAME shall accompany this Agreement.

INTELLECTUAL PROPERTY – Purchaser and Seller agree to prevent unauthorized disclosure of intellectual property that is owned by either party, while also allowing for open discussion and for communication regarding the sale, application, installation and use of Equipment.

COMPETITION-SENSITIVE INFORMATION – Purchaser and Seller agree to prevent unauthorized disclosure of competition-sensitive information such as costs or prices that are used by either party, while also allowing for open discussion and for communication regarding the sale, application, installation and use of Equipment.

INDEMNIFICATION – Purchaser or related parties (contractor, building owner and host) agree to apply for and obtain all licenses, permits and inspections required for installation of Equipment and the solar electric system in accordance with local regulations and further agree to install the Equipment in accordance with applicable laws and regulations that pertain to workplace health and safety and environmental protection.

Seller shall not be held responsible for losses or damages sustained by the Purchaser or related parties that result from improper installation or misuse of the Equipment. Purchaser shall defend, indemnify and hold harmless the Seller and its employees against any loss, damage, claim, suit, judgment or expense including legal expense, arising out of or in connection with (1) injury or death of persons; (2) damage to or loss of any property; (3) violation of any laws or regulations, including patent and trademark laws, that are the result of concurrent and/or contributory negligence by the Purchaser or related parties or any of their agents, employees or suppliers.

DISPUTE RESOLUTION – If a dispute arises out of this transaction that Seller and Purchaser are unable to amicably resolve, then the dispute will be resolved in binding arbitration as follows:

1. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules;
2. Any judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction;

Selection of arbitration does not waive the rights of either the Seller or the Purchaser to injunctive relief with respect to intellectual property rights and rights to confidentiality and to payments.

GENERAL – The following general conditions are applicable.

1. Seller certifies that it is in full compliance with applicable federal, state and local laws that pertain to the rights of employees to equal opportunity and to a safe workplace. Seller and Purchaser agree to comply with environmental protection laws that apply to the manufacture and installation of the Equipment.
2. These terms and conditions shall be construed as if both parties jointly prepared them so that any uncertainty or ambiguity shall not be interpreted as against either party. If any provision of these terms and conditions is held to be unenforceable, such provision shall be fully severable and all remaining provisions shall remain in full force and effect.
3. This document constitutes the complete agreement between the parties with respect to the supply of Equipment. Except as indicated, this document contains all the agreements and conditions of sale. These terms and conditions may not be added to, changed, superseded or otherwise altered except by a written modification signed by an officer of the Seller.

GOVERNING LAW – These terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State of California.

In witness whereof, the parties have executed this Agreement, as of the date first written above.

Bentek Solar

COMPANY NAME

By: Mitch Schoch

By: _____

Title: President/CEO

Title: _____