**AUTHORIZED RESELLER AGREEMENT**

**MOMENTUM SPORTS**

This Agreement governs the relationship between

Momentum Sports and Authorized Resellers

for the distribution of cycling products

*Built for the Journey*

**AUTHORIZED RESELLER AGREEMENT**

This Authorized Reseller Agreement ("Agreement") is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Effective Date") by and between:

**MOMENTUM SPORTS** (ABN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), a company incorporated in Australia with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Supplier" or "Momentum Sports");

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Business Name"), with business registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Reseller").

*Momentum Sports and Reseller are collectively referred to as the "Parties" and individually as a "Party."*

**RECITALS**

WHEREAS, Momentum Sports is engaged in the business of distributing bicycles, bicycle components, cycling clothing, and cycling accessories (collectively, "Products") to resellers and direct customers in North America, Europe, and the Pacific region;

WHEREAS, Reseller desires to purchase Products from Momentum Sports for resale to end customers in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Momentum Sports desires to appoint Reseller as an authorized reseller of the Products, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:**

# 1. APPOINTMENT AND SCOPE

## 1.1 Appointment

Momentum Sports hereby appoints Reseller as a non-exclusive authorized reseller of the Products, and Reseller accepts such appointment, subject to the terms and conditions of this Agreement. This appointment does not grant Reseller any exclusive rights to any territory, market segment, or customer base.

## 1.2 Reseller Classification

Reseller is classified as (check one):

☐ Value Added Reseller (VAR) - Authorized to provide technical expertise, customization, and value-added services

☐ Warehouse Partner - Authorized for volume distribution and logistics

☐ Specialty Bike Shop - Authorized for retail sales with specialized customer service

## 1.3 Territory

Reseller is authorized to resell Products within the following geographic territory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Territory"). This appointment is non-exclusive, and Momentum Sports reserves the right to appoint additional resellers within the Territory and to sell Products directly to customers within the Territory.

## 1.4 Products

"Products" means bicycles, bicycle components, cycling clothing, and cycling accessories as specified in Momentum Sports' current product catalog and price list, as may be updated from time to time. Momentum Sports reserves the right to add, modify, or discontinue Products at any time without liability to Reseller.

## 1.5 Independent Contractor

Reseller is an independent contractor and not an employee, agent, partner, or joint venturer of Momentum Sports. Reseller has no authority to bind Momentum Sports to any obligation or to make any representation or warranty on behalf of Momentum Sports except as expressly authorized in writing by Momentum Sports. Reseller is solely responsible for all employment-related obligations, taxes, and insurance for its own personnel.

# 2. ORDERING, PRICING, AND DELIVERY

## 2.1 Purchase Orders

Reseller shall submit purchase orders to Momentum Sports in writing (email acceptable) in the form prescribed by Momentum Sports. All purchase orders are subject to acceptance by Momentum Sports. Momentum Sports reserves the right to accept or reject any purchase order in whole or in part at its sole discretion. No order shall be binding on Momentum Sports until accepted in writing.

## 2.2 Minimum Order Requirements

Reseller agrees to meet the following minimum requirements: Initial Order: $\_\_\_\_\_\_\_\_\_ or \_\_\_\_\_ units; Subsequent Orders: $\_\_\_\_\_\_\_\_\_ or \_\_\_\_\_ units per order. Momentum Sports may modify minimum order requirements upon thirty (30) days written notice to Reseller.

## 2.3 Pricing

Prices for Products shall be as set forth in Momentum Sports' price list in effect at the time of order acceptance. Momentum Sports reserves the right to change prices at any time upon reasonable notice to Reseller. All prices are exclusive of taxes, shipping, insurance, and customs duties unless otherwise specified in writing. Reseller is responsible for all applicable sales taxes, VAT, GST, customs duties, and other governmental charges related to the purchase and resale of Products.

## 2.4 Payment Terms

Standard payment terms are: ☐ Net 30 days ☐ Net 60 days ☐ Payment in advance ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_

Payment shall be made in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (currency). Late payments shall incur interest at the rate of 1.5% per month (or the maximum rate permitted by law, whichever is less) from the due date until paid in full. Momentum Sports may suspend shipments and/or terminate this Agreement if Reseller fails to make timely payments.

## 2.5 Delivery and Risk of Loss

Delivery terms shall be ☐ FOB Origin ☐ FOB Destination ☐ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_. Risk of loss passes to Reseller upon delivery in accordance with the applicable Incoterms. Momentum Sports shall use commercially reasonable efforts to deliver Products within estimated delivery timeframes, but shall not be liable for delays in delivery. Reseller shall inspect all shipments upon receipt and notify Momentum Sports of any shortages or damages within five (5) business days of receipt.

## 2.6 Title Retention

Title to Products shall remain with Momentum Sports until Reseller has paid in full for such Products. Until payment in full, Reseller holds Products as bailee for Momentum Sports and shall keep Products separate and identifiable. Reseller grants Momentum Sports a security interest in all Products and proceeds thereof to secure payment obligations.

# 3. RESELLER OBLIGATIONS AND STANDARDS

## 3.1 Marketing and Promotion

Reseller shall:

1. Use commercially reasonable efforts to promote and sell Products within the Territory
2. Maintain adequate inventory to meet customer demand
3. Display Products in a professional manner consistent with their quality and positioning
4. Employ qualified personnel with adequate product knowledge
5. Provide customer service and technical support to end customers

## 3.2 Marketing Materials

Momentum Sports may provide Reseller with marketing materials, product specifications, and other promotional materials. Reseller shall use such materials only in accordance with Momentum Sports' brand guidelines and shall not alter, modify, or create derivative works without prior written consent. Reseller shall not make any representations about Products except as contained in materials provided by Momentum Sports.

## 3.3 Pricing to End Customers

Reseller shall establish its own resale prices to end customers, provided that Reseller shall not advertise or sell Products below Momentum Sports' suggested retail price without prior written consent. Reseller acknowledges that pricing below suggested retail levels may harm the Products' brand positioning and value.

## 3.4 Customer Information

Reseller shall maintain accurate records of customer sales and provide Momentum Sports with sales reports on a ☐ monthly ☐ quarterly basis in the format specified by Momentum Sports. Such reports shall include, at minimum, units sold by product SKU and end customer location data (where available).

## 3.5 Compliance with Laws

Reseller shall comply with all applicable laws, regulations, and industry standards in connection with the purchase, marketing, and resale of Products, including but not limited to consumer protection laws, product safety regulations, advertising standards, environmental regulations, and data protection laws. Reseller shall obtain and maintain all necessary licenses, permits, and registrations required to conduct business in the Territory.

## 3.6 Prohibited Activities

Reseller shall not:

1. Sell Products outside the Territory without written authorization
2. Sell Products through online marketplaces or auction sites without written authorization
3. Remove, alter, or obscure any trademarks, labels, or serial numbers on Products
4. Make modifications to Products without authorization
5. Represent itself as Momentum Sports or as having authority beyond that granted herein
6. Engage in deceptive, misleading, or unethical business practices that could harm Momentum Sports' reputation

# 4. INTELLECTUAL PROPERTY RIGHTS

## 4.1 Ownership

Momentum Sports and its licensors own all right, title, and interest in and to the Products, trademarks, trade names, logos, patents, copyrights, trade secrets, and other intellectual property ("Intellectual Property"). This Agreement does not transfer any ownership rights in Intellectual Property to Reseller. All rights not expressly granted to Reseller are reserved by Momentum Sports.

## 4.2 Limited License

Momentum Sports grants Reseller a limited, non-exclusive, non-transferable license to use Momentum Sports' trademarks and trade names solely in connection with the authorized marketing and resale of Products during the term of this Agreement and in accordance with Momentum Sports' brand guidelines. Reseller shall not use any trademarks in a manner that could disparage Momentum Sports or damage its reputation.

## 4.3 Protection of Intellectual Property

Reseller shall notify Momentum Sports promptly of any infringement or threatened infringement of Momentum Sports' Intellectual Property that comes to Reseller's attention. Reseller shall not challenge the validity of Momentum Sports' Intellectual Property rights or register any confusingly similar trademarks, domain names, or business names.

## 4.4 Termination of Rights

Upon termination or expiration of this Agreement, all rights to use Momentum Sports' Intellectual Property shall immediately cease. Reseller shall discontinue all use of trademarks, return or destroy all marketing materials containing Intellectual Property, and remove all references to Momentum Sports from its website, signage, and marketing materials within thirty (30) days of termination.

# 5. WARRANTIES, RETURNS, AND REMEDIES

## 5.1 Product Warranties

Momentum Sports warrants that Products shall conform to their specifications and be free from defects in materials and workmanship for the warranty period specified in Momentum Sports' warranty policy. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Momentum Sports' sole obligation under this warranty is, at its option, to repair or replace defective Products or refund the purchase price.

## 5.2 Warranty Claims

Reseller shall process warranty claims from end customers in accordance with Momentum Sports' warranty policy. Reseller shall inspect returned Products, verify defects, and submit warranty claims to Momentum Sports with required documentation within the timeframe specified in the warranty policy. Momentum Sports reserves the right to inspect all Products claimed to be defective.

## 5.3 Returns for Credit

Reseller may return Products for credit only with prior written authorization from Momentum Sports. Returns must be made within \_\_\_\_\_ days of purchase, in original packaging, in resalable condition. A restocking fee of \_\_\_\_% may apply. Damaged, used, or discontinued Products are not eligible for return unless defective under warranty.

## 5.4 Limitation of Liability

IN NO EVENT SHALL MOMENTUM SPORTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOSS OF USE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOMENTUM SPORTS' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY RESELLER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

## 5.5 Product Recalls

In the event of a product recall, safety alert, or corrective action, Reseller shall immediately comply with all instructions from Momentum Sports, including ceasing sales, notifying end customers, and facilitating returns or repairs. Momentum Sports shall determine the scope and nature of any recall and shall be responsible for costs directly associated with the recall to the extent required by law.

# 6. CONFIDENTIALITY

## 6.1 Confidential Information

"Confidential Information" means all non-public information disclosed by one Party to the other, including but not limited to pricing, product specifications, business strategies, customer lists, financial information, marketing plans, and proprietary processes. Confidential Information does not include information that (a) is or becomes publicly available through no breach of this Agreement, (b) was rightfully possessed prior to disclosure, (c) is rightfully obtained from a third party without restriction, or (d) is independently developed without use of Confidential Information.

## 6.2 Obligations

Each Party shall (a) hold Confidential Information in strict confidence, (b) not disclose Confidential Information to third parties except as necessary to perform under this Agreement and then only to persons bound by confidentiality obligations at least as restrictive as those herein, (c) not use Confidential Information except as necessary to perform under this Agreement, and (d) protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.

## 6.3 Duration

The obligations in this Article 6 shall survive termination of this Agreement and continue for a period of three (3) years from the date of disclosure of the Confidential Information, or for trade secrets, for as long as such information remains a trade secret under applicable law.

## 6.4 Return of Information

Upon termination of this Agreement or upon request by the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information (and all copies thereof) and certify such destruction in writing.

# 7. INDEMNIFICATION AND INSURANCE

## 7.1 Reseller Indemnification

Reseller shall indemnify, defend, and hold harmless Momentum Sports and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to (a) Reseller's breach of this Agreement, (b) Reseller's negligence or willful misconduct, (c) Reseller's violation of applicable laws, (d) modifications or alterations to Products made by Reseller, (e) Reseller's marketing or sale of Products, or (f) claims by end customers arising from Reseller's acts or omissions.

## 7.2 Momentum Sports Indemnification

Momentum Sports shall indemnify, defend, and hold harmless Reseller from and against any claims that unmodified Products as supplied by Momentum Sports infringe a third party's intellectual property rights, provided that Reseller (a) promptly notifies Momentum Sports of such claim, (b) grants Momentum Sports sole control of the defense and settlement, and (c) provides reasonable cooperation in the defense.

## 7.3 Insurance Requirements

Reseller shall obtain and maintain, at its own expense, the following insurance coverage throughout the term of this Agreement:

1. Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate
2. Product Liability Insurance with minimum limits of $1,000,000 per occurrence
3. Such other insurance as may be required by law or reasonably requested by Momentum Sports

Reseller shall provide certificates of insurance naming Momentum Sports as an additional insured upon request.

# 8. TERM, TERMINATION, AND EFFECTS OF TERMINATION

## 8.1 Initial Term and Renewal

This Agreement shall commence on the Effective Date and continue for an initial term of \_\_\_\_\_ year(s) ("Initial Term"). Unless either Party provides written notice of non-renewal at least sixty (60) days prior to expiration, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term").

## 8.2 Termination for Convenience

Either Party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

## 8.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if:

1. The other Party materially breaches this Agreement and fails to cure within thirty (30) days of written notice
2. The other Party becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed
3. The other Party ceases business operations or files for bankruptcy protection

Additionally, Momentum Sports may terminate this Agreement immediately if Reseller (a) fails to make timely payments, (b) engages in prohibited activities under Section 3.6, (c) violates intellectual property rights, or (d) acts in a manner that damages Momentum Sports' reputation or brand.

## 8.4 Effects of Termination

Upon termination or expiration of this Agreement:

1. All rights granted to Reseller shall immediately cease
2. Reseller shall immediately cease representing itself as an authorized reseller
3. Reseller shall discontinue use of all Momentum Sports trademarks and Intellectual Property
4. Reseller shall pay all outstanding amounts owed to Momentum Sports within thirty (30) days
5. At Momentum Sports' option, Reseller shall either (i) return all unsold Products for credit less a restocking fee, or (ii) be permitted to sell through remaining inventory for a period not to exceed ninety (90) days
6. Reseller shall return or destroy all Confidential Information

## 8.5 Survival

The following provisions shall survive termination or expiration of this Agreement: Articles 4 (Intellectual Property), 5.4 (Limitation of Liability), 6 (Confidentiality), 7 (Indemnification), 8.4 (Effects of Termination), 9 (Governing Law), and any other provisions which by their nature are intended to survive.

# 9. GENERAL PROVISIONS

## 9.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (jurisdiction), without regard to its conflicts of law provisions. The Parties consent to the exclusive jurisdiction of the courts located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for resolution of any disputes arising under this Agreement.

## 9.2 Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations between senior executives. If the dispute cannot be resolved within thirty (30) days, either Party may pursue available legal remedies. ☐ Optional: The Parties agree to submit disputes to binding arbitration under the rules of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ before pursuing litigation.

## 9.3 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, government actions, pandemics, natural disasters, or failures of suppliers or carriers. The affected Party shall notify the other Party promptly and use reasonable efforts to resume performance. If the force majeure event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice.

## 9.4 Compliance with Trade Laws

Reseller shall comply with all applicable export control laws, economic sanctions, and import regulations. Reseller represents and warrants that it is not located in, organized under the laws of, or owned or controlled by nationals of any country subject to comprehensive sanctions, and that it is not on any government restricted party list. Reseller shall not export, re-export, or transfer Products to any prohibited destination or person.

## 9.5 Anti-Corruption

Reseller shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and similar laws in other jurisdictions. Reseller represents that it has not and will not, directly or indirectly, offer, promise, give, or authorize any payment or anything of value to any government official or other person for the purpose of obtaining or retaining business or securing any improper advantage.

## 9.6 Assignment

Reseller may not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of Momentum Sports. Any attempted assignment without consent shall be void. Momentum Sports may assign this Agreement to any successor or affiliate upon notice to Reseller. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

## 9.7 Amendment and Waiver

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. No waiver of any provision shall be effective unless in writing and signed by the waiving Party. No waiver shall constitute a continuing waiver or waiver of any other provision.

## 9.8 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be severed from this Agreement. The remaining provisions shall continue in full force and effect.

## 9.9 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by email (with confirmation of receipt), courier, or certified mail to the addresses set forth below or such other addresses as a Party may designate by notice. Notices shall be deemed given upon receipt.

**If to Momentum Sports:**

Momentum Sports

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: Legal Department

**If to Reseller:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 9.10 Entire Agreement

This Agreement, together with any exhibits, schedules, and documents incorporated by reference, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. In the event of any conflict between this Agreement and any purchase order or other document, this Agreement shall control.

## 9.11 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Authorized Reseller Agreement as of the Effective Date.

**MOMENTUM SPORTS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESELLER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*--- END OF AGREEMENT ---*

*This document should be reviewed by legal counsel before execution*