

URTOPIA

Initial Dealership Cooperation Agreement

This **AGREEMENT**, for the retail sale and servicing of "Urtopia" products, becomes effective on _____ (DD/MM/YYYY) between the following two parties:

URTOPIA:

New Urtopia USA LLC.

Address: 18 Goodyear STE 110, Irvine,
CA 92618, USA

By: _____

Tel: (951) 824 4915

Email: account@newurtopia.com

DEALER:

Address: _____

By: _____

Tel: _____

Email: _____

1. **Purpose of this "Agreement"** - To establish "Dealer" as an authorized reseller/service center for "Urtopia" with the non-exclusive right to sell and service a selection of Urtopia's electric bike and accessory products in the authorized territory and sales channels served by "Dealer".
2. **Territory and Sales Channels of the Dealer**
State: _____ City: _____
Stores: _____
3. **Product Pricing** - The product prices will be based on the purchasing and retail prices confirmed via email.
4. **Purchase Order** - Dealer submits purchase orders to Urtopia. Urtopia accepts orders in writing. No terms on Dealer's documents alter this agreement. Except as provided herein, all Orders for Products are non-cancelable, and Products are non-returnable.
5. **Payment Terms** - First orders and those under 2 units require full payment upon invoice; Net 30 for orders of 2-4 units; Net 60 for orders over 5 units. Both terms with a 2% discount for immediate payment.
6. **Shipping** - The place of shipment, place of delivery, date of delivery, transfer of risks, etc. shall be subject to the purchase order.
7. **Taxes/Duties** - Urtopia is responsible for import duties (if applicable), while Dealer is solely responsible for other taxes or governmental charges for orders.
8. **After-Sales Service**
 - a. Urtopia will provide online support and necessary repair guidance documents.
 - b. Warranty: Urtopia will provide free spare parts for products within the warranty period. After confirmation from Urtopia, the spare parts will be delivered within 7-14 days.
9. **Authorization** - "Dealer" is hereby licensed to use Urtopia's name and trademarks in the normal course of distributing Urtopia's "Products" and performing related services under this "Agreement".
10. **Agreement Duration** - Both parties will adhere to this agreement for [] months. If both parties have no objections to the cooperation after this period, they may proceed with the formation of a long-term formal contract.