



Distributor Agreement
for
International Laundry Equipment

Alliance Laundry Systems LLC

Revision No. A-99-05

THIS AGREEMENT is effective the date set forth below, by and between Alliance Laundry Systems LLC, a Delaware limited liability company with headquarters in Ripon, Wisconsin, United States of America (hereinafter referred to as "Company"), and the Distributor set forth below (hereinafter "Distributor").

IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, COMPANY AND DISTRIBUTOR HEREBY AGREE AS FOLLOWS:

1. DISTRIBUTOR APPOINTMENT

Subject to the terms and conditions and for the term of this Agreement, Company appoints Distributor as its non-exclusive, independent distributor for the sale of Products in the Territory. Distributor accepts such appointment, and acknowledges that it is not Company's sole or exclusive distributor within the Territory. The term "Products" means home and/or commercial laundry equipment and repair parts sold by Company to Distributor, as set forth on Appendix A attached hereto and by this reference incorporated herein. The term "Territory" means and otherwise encompasses only the authorized geographical sales area set forth in Appendix B, as it may be amended from time to time, which is incorporated herein by this reference thereto. Company reserves the right to change the boundaries of the Territory and/or the Products within the term of this Agreement.

This Agreement shall become effective and shall terminate and expire on the dates set forth on Appendix C, attached hereto and by this reference incorporated herein, as revised, unless otherwise terminated in accordance with the provisions of Paragraph 9 hereof; provided, however, that the Agreement may renew for a successive annual calendar year period thereafter only if Distributor and Company mutually agree to the quotas, set forth upon that revised Appendix C submitted to Distributor by Company for each calendar year. Renewal shall only be accomplished by both Company and Distributor annually executing a new Appendix C.

2. RELATIONSHIP OF PARTIES

It is expressly acknowledged by the parties that (i) Distributor is not an employee, agent or franchisee of Company and Distributor will not become an employee, agent or franchisee of Company by reason of the services or actions taken in connection with this Agreement and (ii) in connection with its performance hereof, Distributor is acting in the capacity of an independent contractor. Distributor is not a legal representative of Company, and may not assume obligations of any kind, expressed or implied, on behalf of Company. Company shall not incur any liabilities to anyone in connection with any acts of the Distributor.

3. COMPANY AGREES:

- a. To sell available Products to Distributor for resale by Distributor in accordance with the terms and conditions of this Agreement.
- b. To allow Distributor to indicate in its advertising within the authorized Territory that it is an authorized distributor of the Products;
- c. To make available for purchase or otherwise such technical Product information, and advertising materials and supplies as Company may deem necessary;
- d. To assist in the Product sales training of distributor personnel;
- e. To provide warranties as are expressed in Company Product warranty certificates;
- f. To hold Product service training schools at times and places determined by Company. Attendance in such schools will be open to Distributors and their customers upon reasonable request;
- g. To provide technical training and support in order to ensure recommended installation, maintenance and service of Products; and
- h. To build awareness of its trademarks and its Products by participating in international industry trade shows.

4. DISTRIBUTOR AGREES:

- a. To purchase Products on its own account, for resale to customers located within Distributor's authorized Territory, unless otherwise authorized by Company;
- b. In the promotion of its business, to employ adequate sales personnel, and provide sales and technical training to Distributor personnel and customers to the degree commensurate with the attainment of all annual sales goals and quotas, and to provide for the proper repair of the Products sold;
- c. To accept annual sales goals and quotas for the authorized Territory; as set forth on Appendix C, as revised;
- d. To maintain all facilities for the sales, service and inventory of Products only within the authorized Territory. To purchase and maintain an appropriate inventory of all authorized Products, so as to provide swift Product availability of Company commercial laundry Products, including Company repair parts to its customers.

- e. To use Distributor's best efforts to actively promote and offer Company sales, marketing, and merchandising activities to all customers within the authorized Territory;
- f. To indemnify and hold Company harmless from any and all tax liability arising out of the sale, use, storage, consumption or delivery of Products under the terms hereof;
- g. To assume full responsibility to the customer for the delivery and proper installation of all Products sold by Distributor and to indemnify and hold Company and Company employees harmless from any and all claims and litigation arising out of or occasioned by negligent, faulty or improper installation and/or repair of Products by the Distributor and/or its customers;
- h. To comply with all applicable federal, state and local laws and with all rules and regulations promulgated thereunder, including those which regulate Distributor in the sale or servicing of Products;
- i. With respect to confidential and proprietary information of Company, to maintain such information in strictest confidence, to use it only for the purposes set forth in this Agreement and not to disclose it to third parties;
- j. To immediately notify Company in writing of any threatened litigation or claims involving alleged defective Products causing injury to persons or property;
- k. To furnish to Company without charge such information or data as Company may request, including but not limited to, data pertaining to Distributor's inventory, sales, sales leads, financial information, and installation locations of Products sold by Distributor;
- l. That Company may conduct an independent audit of all its programs (such as, merchandising, advertising, promotional, customer service, warranty, or otherwise) for which Company makes payments to Distributor;
- m. With respect to all Products located in Distributor's authorized Territory, Distributor agrees to provide general Product service in compliance with Company customer service policies, which, together with such supplements thereto as may be prepared and published by Company from time to time, is by this reference made a part of this Agreement and binding upon the parties;
- n. Neither Distributor, its agents or employees, are authorized to make any Company warranty or representations as to any Product other than as may appear in Company Product warranty certificates;
- o. Refrain from soliciting customers for the Products outside of the assigned Territory, from establishing a branch office, and from maintaining a distribution depot or warehouse outside of the Territory for the promotion and sale of Products. Distributor acknowledges and agrees to abide by the terms and conditions of the Cross Territory Sales Policy as stated in Appendix E. Furthermore, if the Territory is included within the European Union, Distributor shall not solicit customers or sell outside of the European Union. If the Territory is not included within the European Union, Distributor shall not solicit customers or sell outside of the Territory; and
- p. Not to modify or alter Products without the prior written approval of Company.
- q. To furnish to Company without charge, the ultimate destination of all Products.

5. PRICES AND TERMS AND CONDITIONS OF SALE

- a. Company will sell Products directly to Distributor according to prices set by Company, for resale by Distributor, and Distributor shall promptly pay Company for said Products. Prices, pricing policy and payment terms and conditions of Company are confidential, subject to change from time to time, and any Product may be discontinued without notice. Company will endeavor to give thirty (30) days notice of the foregoing but shall have no liability for any failure to give such notice.
- b. All orders are subject to written acceptance by Company in the United States of America or in Europe, and Distributor shall have no authority to act for or bind Company in any way unless authorized in this Agreement, or otherwise in writing, by Company. Company shall have the absolute right, in its sole discretion, to reject any sales order placed by Distributor pursuant to this Agreement.
- c. Company expressly reserves the right to sell Products through its own or a third parties' efforts in the Territory.
- d. All payments for Products shall be by irrevocable letter of credit confirmed by a United States Bank, or by cash in advance. Any exceptions shall require written confirmation from Company's Manager of International Credit. Distributor hereby authorizes the release of all credit or financial information pertinent to the conducting of Distributor's credit and financial affairs.
- e. Company shall have a lien against any accrued credit of the Distributor on Company books, whether held in trust by Company for Distributor or otherwise, to the extent of the Distributor's indebtedness to Company.

- f. Company shall have the right to cancel any orders placed by Distributor, or to refuse or delay shipment thereof, if Distributor fails to meet payment schedules or credit or financial requirements established by Company. The non-acceptance or cancellation of such orders, or the withholding of shipments by Company, shall not be construed as a termination or breach of this Agreement by Company. Company may refuse to ship Products outside of the Distributor's authorized Territory.
- g. Company may at its sole discretion discontinue the production or sale of any Company Product or modify any specification of any such Product, and shall not be liable to Distributor by virtue of any such action.
- h. Distributor will help ensure that Company supplied Product be delivered only to authorized destinations as dictated by the U.S. Commerce Department as all commodities, technology, or software is exported in accordance with the Export Administration Regulations; diversion contrary to U.S. law is prohibited.

6. PROPRIETARY INTELLECTUAL PROPERTY

All Products sold by Distributor shall bear Company's trademarks. Such trademarks shall be affixed to the Products by Company, or affixed to product by Distributor under direction of Company, and Distributor shall not remove or efface such trademarks. All resulting use of such trademarks shall inure solely to the benefit of the Company. Distributor shall not directly or indirectly use any of Company's trademarks or part thereof, or any mark or name confusingly similar thereto, as part of its corporate or business name or in another manner except that (i) Distributor may identify itself as an authorized distributor of Company and (ii) on Company's written consent Distributor may use Company's trademark relating to the Products, for display purposes in connection with solicitation of orders for Products from any customer in the Territory and in any other manner previously approved by Company in writing. In addition, Distributor shall not register any of Company's trademarks or any mark or name resembling them.

Distributor further agrees to cooperate with and assist Company, at Company's expense, in the protection of the Company's proprietary and confidential information and materials, and its trademarks, service marks, patents, or copyrights owned or licensed to Company (hereinafter "Proprietary Property") and shall inform Company immediately of any infringements or other improper action with respect to Company's Proprietary Property that shall come to the attention of Distributor.

7. ADVERTISING FUNDS

Company may credit Distributor an amount, determined by Company, against the sale price of certain Products, which amount shall be used by Distributor for advertising purposes and for the purpose of acquiring such advertising and promotion materials as specified by Company from time to time.

8. COMPLIANCE WITH LAWS AND REGULATIONS

Distributor will (i) comply with the requirements of all applicable laws, rules, regulations, and orders of governmental or regulatory authorities (including without limitation the applicable laws, rules, regulations and orders of governmental or regulatory authorities of the Territory of Distributor and the United States of America); (ii) preserve and maintain its legal existence and all of its material rights, privileges, and licenses; and (iii) promptly give to Company notice of all legal or arbitral proceedings, and of all proceedings by or before any governmental or regulatory authority or agency, and any material development in respect of such legal or other proceedings, affecting Distributor, except proceedings that, if adversely determined, would not (either individually or in the aggregate) have a Material Adverse Effect. Distributor shall not engage in any deceptive, misleading or unethical business practices. Distributor agrees to abide by the terms and conditions of the Foreign Corrupt Practices Act of 1977 (hereinafter "FCPA"), as amended, more fully described in Appendix D, which is incorporated herein by this reference thereto. Distributor must help ensure that Company supplied Product go only to authorized destinations as dictated by the U.S. Commerce Department as all commodities, technology or software is exported in accordance with the Export Administration Regulation; diversion contrary to U.S. law is prohibited.

9. TERMINATION

- a. Notwithstanding the terms and conditions of Paragraph 1 above, this Agreement may be terminated by either Company or Distributor at any time, with or without cause, upon giving notice thereof by written receiptable means, cablegram or telegram to the other, which termination shall be effective ninety (90) days from the date of said notice. Notwithstanding the foregoing, this Agreement is subject to immediate termination by Company upon the occurrence of any of the following events: (i) insolvency, bankruptcy, liquidation, or loss of corporate identity on the part of Distributor or the filing by Distributor of petition seeking relief under the laws of insolvency or bankruptcy of any country; or (ii) breach of this Agreement by Distributor; or (iii) Distributor ceasing the promotion and sale of Products in the ordinary course of Distributor's business; or (iv) a significant change in the ownership or organization structure of Distributor as determined by Company; or (v) any violation of the FCPA or other act of bribery; or (vi) a material, term or condition of this Agreement as determined by Company, is determined to be invalid or unenforceable, as set forth in Paragraph 18(b) herein. In addition to a breach of any

of the express terms and conditions of this Agreement, a breach shall be considered to have occurred upon the allegation that Distributor, or any agent of Distributor is guilty of an act of bribery committed in the course of selling Products and services on behalf of Company or another party, or, failure to renew by the timely execution of a new Appendix C, as referenced in Paragraph 1 herein.

b. Effect of Termination

In the event of (i) insolvency, bankruptcy or receivership of Distributor, this Agreement shall automatically terminate without notice by Company; (ii) a breach of this Agreement by Distributor, Company shall have the right to immediately terminate this Agreement by giving written notice to that effect; (iii) termination on grounds of bribery, all rights of Distributor under this Agreement are immediately forfeited; provided, however, that such forfeiture shall not constitute a waiver of any damage Company may suffer by virtue of such breach; or (iv) termination on any grounds other than bribery, neither party shall have, except as otherwise provided herein, any further obligation under this Agreement, except to deliver and pay for orders accepted prior to the effective date of termination. The foregoing shall be the sole right and remedy of the parties with respect to or in connection with the termination of this Agreement. Distributor hereby waives any and all rights (including any provided for by the laws of any country) on termination not provided expressly in this Paragraph 9.

c.

In the event of termination as provided above, the following terms and conditions shall apply: (i) Distributor shall cease all sales and all other activities on behalf of Company and shall return to Company, and immediately cease all use of Proprietary Property previously furnished by Company and then in Distributor's possession. Distributor shall take such action as is necessary to terminate Distributor's registration as Company's sales representative with any governmental authority, (ii) all indebtedness of Distributor to Company shall become immediately due and payable without further notice or demand, which is hereby expressly waived, and Company shall be entitled to reimbursement for any reasonable attorneys' fees that it may incur in collecting or enforcing payment of such obligations, (iii) Distributor shall remove from its property and immediately discontinue all use, directly or indirectly, of trademarks, designs, and markings owned or controlled , now or hereafter, by Company or of any word, title, expression, trademark, design, or marking that, in the opinion of Company, is confusingly similar thereto. Distributor shall further certify in writing to the Company that Distributor has completely terminated its use of any and all such trademarks, designs, or markings, or any other word, title, or expression similar thereto that appeared in or on any devices or other materials used in conjunction with Distributor's business. (iv) Company shall have no obligation to repurchase or to credit Distributor for its inventory of the Products at the time of termination of this Agreement. Company may, at its discretion but at the request of Distributor, repurchase from Distributor, at the same prices paid to Company by Distributor, any or all inventory of Products originally purchased by Distributor from Company and remaining unsold by Distributor. (v) The obligations of Distributor arising under Paragraphs 4(g.), 5, 6 and 10 shall survive the termination or expiration of this Agreement for any reason.

10. TITLE AND RISK OF LOSS

Unless otherwise agreed in writing, title to the Products shipped and all risks of loss pass to Distributor upon Company's delivery to a common carrier at Company's inland shipping point. Products will be shipped FCA (designated point) unless otherwise mutually agreed. For purposes of this Agreement, the term "FCA" shall have the meaning ascribed thereto in INCOTERMS 2010 as published by the International Chamber of Commerce, Paris, France. Shipping terms shall be those specified in writing by Company from time to time.

11. FORCE MAJEURE

The liability of Company under this Agreement and under any orders accepted by Company pursuant to this Agreement shall be limited to that arising from its obligations to supply Product in accordance with Company's policies. Neither Company nor Distributor shall be liable to the other for any delay or omission in the performance, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including, but not limited to, strikes or other labor difficulties, acts of God, acts of government (in particular with respect to the refusal to issue necessary import or export licenses), war, riots, embargoes, or inability to obtain supplies (hereinafter "Force Majeure"). If Force Majeure prevents or delays the performance by either Company or Distributor of any obligation under this Agreement, then the party claiming Force Majeure shall promptly notify the other party thereof in writing. If Company shall become unable to obtain supplies necessary for the production of Products, Company shall have the right to allocate its inventory in good faith among its distributors and customers to which it has delivery obligations. Upon the occurrence and continuation of a Force Majeure event for an uninterrupted period of ninety (90) calendar days, either party shall have the right to terminate this Agreement as set forth in Paragraph 9 herein. IN NO EVENT SHALL COMPANY BE LIABLE TO DISTRIBUTOR, OR ANYONE CLAIMING THROUGH DISTRIBUTOR, FOR ANY LOSS, DAMAGES, OR DELAY RESULTING FROM CAUSES BEYOND THE REASONABLE CONTROL OF COMPANY, NOR SHALL COMPANY BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHATEVER THE CAUSE OF SUCH DAMAGES SHALL BE, WHEREVER SUCH LIMITATIONS ARE LEGALLY PERMISSIBLE.

12. APPLICABLE LAW

By adoption of the parties, the State of Wisconsin (hereinafter "State"), United States of America (hereinafter "U.S.A."), is deemed to be the place of contracting and, by this Agreement, any claim or controversy relating to this Agreement, its interpretation, performance or validity shall be construed and adjusted in accordance with the laws of said State. However, it is hereby agreed the "The Wisconsin Fair Dealership Law", as amended, currently set forth in Wisconsin Statutes, Chapter 135, is inapplicable hereto. If this Agreement is written in both English and another language, the English version shall prevail in the event of any conflict between the two versions. Further, any and all claims or controversies in any manner arising from this Agreement, if not otherwise amicably resolved, must be filed and otherwise brought only in either the Circuit Court of Fond du Lac County, State of Wisconsin, U.S.A. or the U.S. District Court for the Eastern District of Wisconsin, U.S.A., unless otherwise prohibited by law.

13. NOTICES

All formal notices and communications will be sent by telegram, cablegram, or by receiptable air mail to either party at its address set forth below, and shall be deemed to have been given on the day when deposited in the cable or telegraph office, or post office so addressed.

14. ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any rights hereunder, may be assigned without Company's prior written consent. Distributor shall not enter into any transaction or merger or consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution) without first notifying Company in writing. Company shall have the absolute right in its sole discretion, to reject any sales order tendered by Distributor pursuant to this Agreement. Company may assign its rights and obligations under this Agreement to any wholly-owned subsidiary or to any parent company without consent on the part of Distributor. Company shall provide distributor with written notice of such an assignment.

15. WAIVER

No failure on the part of Company to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of another right, power or privilege. The remedies provided herein to Company are cumulative and not exclusive of any remedies provided by law.

16. PARAGRAPH HEADINGS

Paragraph headings are set forth for convenience only, are not part of this Agreement, and shall not be considered when construing this Agreement.

17. SEVERABILITY

- a. If any part of this Agreement shall be invalid or unenforceable, any such invalidity or unenforceability shall not effect the validity or unenforceability of any other part or provision of this Agreement, which shall otherwise remain in full force and effect.
- b. However, and notwithstanding the above, if Company determines, in its absolute discretion, that a term or condition found to be invalid or unenforceable is material as to its continuing its relationship with Distributor, then Company may immediately terminate this Agreement as set forth in Paragraph 9a.(vi).

18. ENTIRE AGREEMENT

This Agreement sets for the entire understanding between the parties as to the subject matter hereof and supersedes any and all prior and collateral agreements and representations, whether written or oral in nature. No modification, amendments, approvals, consents or supplements to this Agreement shall be effective for any purposes unless in writing, and signed by officers of both parties hereto.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives, with this Agreement having an effective date and termination date as set forth on Appendix C, as revised, hereto.

Alliance Laundry Systems LLC

By: Hendri Ong
Hendri Ong

Title: Regional Sales Manager
May 14, 2024

Date: _____

By: Ben Dobbs
Ben Dobbs

Title: Managing Director APAC
May 15, 2024

Date: _____

Address for Notices:

Alliance Laundry Systems LLC
Attn: Vice President, International Sales
PO Box 990
Ripon, WI 54971-0990
United States of America

Telephone: (920) 748-3121
Facsimile: (920) 748-4564

Distributor: PT. Retrology Ciptamandiri

By: Lianto Lee
Lianto Lee

Title: Director

Date: May 15, 2024

Country of incorporation : Indonesia

Address for Notices: Attn : Lianto Lee
Ruko Sentra Bisnis Tanjung Duren Blok B8
Jl. Tanjung Duren Utara I/38 Jakarta Barat 11470 Indonesia

Telephone: +628557837746
Email : ipso.retrology@gmail.com

Appendix A – Products

Market Segment: Vend

Brand: *IPSO*

Products: *ALL*

Distributor hereby agrees



Lianto Lee
Director

May 15, 2024

Date

Appendix B – Authorized Territory

Distributor: PT. Retrology Ciptamandiri

Distributor's authorized Territory and primary area of responsibility for sales and service of Company Products is as follows:

Distributor hereby agrees



Lianto Lee
Director

May 15, 2024

Date

Appendix C – Sales Goals

It is agreed between Company and the Distributor, that the following sales goals are reasonable and attainable for the purchase of Products in an authorized Territory serviced by the Distributor, as set forth in Appendix B hereto.

DISTRIBUTOR: PT. Retrology Ciptamandiri

2024 DOLLAR VOLUME USD

Distributor : PT. Retrology Ciptamandiri



Lianto Lee
Director

ALLIANCE LAUNDRY SYSTEMS LLC



Hendri Ong
Regional Sales Manager



Ben Dobbs
Managing Director APAC

DATE: May 15, 2024

EFFECTIVE DATE: May 15, 2024

Appendix D - FCPA

Distributor is familiar with the FCPA's prohibition of the acts hereinafter described. For purposes of this Agreement, the term "FCPA" means the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended by the Foreign Corrupt Practices Act Amendments of 1988 and as may be further amended and supplemented from time to time.

In connection with its performance of this Agreement and with the sale of any Product, Distributor has not, directly or indirectly, offered, paid, promised to pay or authorized the payment of any money or gift, or offered, promised to give, or authorized the giving of anything of value to, and will not, directly or indirectly, offer, pay, promise to pay or authorize the payment of any money or gift, or offer, promise to give, or authorize the giving of anything of value to: (i) any government official, any political party or official thereof, or any candidate for political office; or (ii) any person while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any such official, to any such political party or official thereof, or to any candidate for political office, (each such official, political party or official thereof, or candidate or person being herein called a "Restricted Person"); or (iii) any officer, director, shareholder, employee or agent of any customer for the purpose of : (X) influencing any act or decision of such official, political party or official thereof, candidate or person, officer, director, shareholder, employee or agent in his or its official capacity, or inducing such official, political party or official thereof, or candidate or person to do or omit to do any act in violation of the lawful duty of such official, political party or official thereof, candidate or person, or (Y) inducing such official, political party or official thereof, candidate or person, officer, director, shareholder, or employee or agent to use his or its influence with any government or instrumentality thereof or any customer to affect or influence any act or decision of such government or instrumentality or customer; or in order to assist Company in obtaining or retaining business for or with, or directing business to, any person.

None of Distributor's officers, directors, shareholders, employees and agents is a Restricted Person. Neither Distributor nor any of its shareholders, directors, officers, employees or agents has performed or will perform any act which would constitute a violation of the FCPA or which would cause Company to be in violation of the FCPA. No Restricted Person has a right to share directly or indirectly in the proceeds of any sales contract obtained pursuant to this Agreement.

In connection with its efforts hereunder, Distributor has not employed or compensated and will not employ or compensate any person who, during the two-year period immediately preceding such employment or compensation, was employed by a government office or agency which purchases Products from Distributor.

By the act of executing a revised Appendix C, Distributor shall certify the accuracy and truthfulness of the foregoing representations, covenants and warranties at the time of each renewal, if any, of this Agreement.

Distributor hereby agrees



Lianto Lee
Director

May 15, 2024

Date

Appendix E – Cross Territory Sales

Alliance Laundry Systems is committed to providing the users of our commercial and home laundry products with the best support possible. Alliance and our authorized distributors recognize that the commercial and home laundry products, proper installation, ongoing regular maintenance, follow up after-sales service and parts availability are crucial to our mutual success, the reputation of our brands and your distributorship. Our installation, programming, operation and troubleshooting guides go a long way to help users of our product understand how to properly and adequately support our product.

The provision of high quality service and support requires an investment on the part of our authorized distributors. To ensure distributors have appropriate incentives to make this investment in our products, we assign dedicated territories. Under this system, products should be sold and installed in the distributor's assigned territory so that its trained technical staff may easily access the products.

There may be rare occasions where a United States-based "exporter" may sell into a country or territory assigned to an authorized distributor. Should this happen, the in-country/in-territory distributor is required to provide the after-sale service and support should the product require any. To compensate the authorized distributor for these support services, a 10% override will be charged to the exporting company and credited to the authorized distributor to cover anticipated service and support costs

Our Agreement requires international authorized distributors, amongst other things:

- To sell to customers within their authorized territory;
- To refrain from soliciting customers outside their authorized territory;
- Not to sell products within their authorized territory where they consider that the products may ultimately be sold or delivered outside that territory; and
- to refer to Alliance all enquiries received for products for sales or ultimate delivery outside their authorized territory.

As a general rule, international authorized distributors should do all in their power to know and understand where the product they sell will be installed and operated so as to better assure timely and properly trained after-sales support. Should product sold by an authorized distributor in one territory/country end up being installed in a territory/country covered by another authorized distributor (a "cross territory sale"), Alliance is entitled to charge a 10% override fee to the selling distributor and to credit the account of the authorized distributor in the territory in which the product is installed and operated. The amount charged will be calculated at 10% of the net distributor price (list less 40%), FCA (Free Carrier), invoiced for the involved product and is to compensate the international distributor within the territory/country in which the products are installed for the costs of the after-sales service and support services it is responsible for providing, namely:

1. Quoting on installation and providing an installation if required
2. Start-up commissioning
3. Warranty parts
4. Ongoing service/maintenance

The prior approval of the appropriate international Regional Sales Manager must be obtained for any proposed export to international markets or cross territory sale. Alliance Laundry Systems will not accept orders for such exports or cross territory sales in the absence of this approval.