

**YAMAHA GOLF-CAR COMPANY
DEALER / DISTRIBUTOR
PTV SPEED CODE KIT PURCHASE AGREEMENT**

This agreement made between YAMAHA GOLF-CAR COMPANY, a Georgia corporation,
whose address is 1270 Chastain Road, Kennesaw GA 30144
(Hereinafter referred to as "Yamaha" or "YGC" and Dealer/Distributor as identified below).

A. Dealer's Complete Legal Name

(Owner, Partnership, Corporation, Limited Liability Company referred to in the Agreement as "Dealer")

B. Business Address

RECITALS

A. Yamaha is the exclusive distributor in the United States of the YGC PTV Speed Code Kit.

B. Dealer/Distributor desires to engage in the sales and service of Personal Transport Vehicles (PTVs) in accordance with the terms and conditions set forth in the YAMAHA GOLF-CAR COMPANY PRIVATE SERVICE CAR AGREEMENT between YAMAHA GOLF-CAR COMPANY and Dealer.

1. DEFINITIONS

1.1 Golf Car:

A self-propelled vehicle with a minimum of four wheels, capable of a maximum level ground speed of 15 MPH (24 km/h) or less, maximum payload capacity of 1,000 lbs. (454 kg), a gross vehicle weight of 2,300 lbs. (1043 kg), without a load platform, and capable of transporting not more than four persons, used to convey a person or persons and their equipment to play the game of golf in an area designated as a golf course.

1.2 Personal Transport Vehicle (PTV):

A self-propelled vehicle with a minimum of four-wheels, capable of a maximum level ground speed of 20 MPH (32 km/h) or less, maximum rated payload capacity of 1,200 lbs. (545 kg), a gross vehicle weight (GVW) of 2,500 lbs. (1,135 kg) without a load platform, equipped with head lights, tail lights, side reflectors, and horn, and capable of transporting not more than four persons, operating on designated roadways where permitted by law or the applicable regulating authority within a closed community, or as such term is otherwise defined in the most recent ANSI Z135 Safety and Performance Specification for Personal Transport Vehicles publication.

2. PURCHASING RIGHTS FOR THE YGC PTV SPEED CODE

2.1 Yamaha hereby grants purchasing rights to the Dealer/Distributor for YGC PTV Speed Code Kits, and Dealer/Distributor hereby accepts such appointment. The following criteria will be used to evaluate Dealer's/Distributor's performance in regards to YGC PTV Speed Code Kit to determine whether this Agreement shall be extended for any additional period:

- Proper installation of the YGC PTV Speed Code Kit on PTVs
- Adherence to the requirement that any vehicle modified using the YGC PTV Speed Code Kit meet the requirements of the most recent ANSI Z135 Safety and Performance Specifications for Personal Transport Vehicles publication.
- Willingness of Dealer/Distributor to attend YGC PTV Training as requested by YGC

2.2 Dealer/Distributor agrees that the maximum level ground speed of Yamaha golf cars will not be modified to exceed fifteen miles per hour by using the YGC PTV Speed Code Kit unless the golf car has

first been converted to a PTV and meets the specifications set forth in the most recent ANSI Z135 Safety and Performance Specifications for Personal Transport Vehicles publication.

2.3 The Dealer/Distributor agrees to not modify the maximum ground level speed of any Yamaha golf car located at any golf course that is part of a golf course fleet, or is used exclusively for transporting golfers during a round of golf so that it is capable of a maximum level ground speed of more than fifteen miles per hour.

2.4 The Dealer/Distributor agrees to become the manufacturer of record for any vehicle sold by the Dealer/Distributor that is based on a Yamaha golf car or PTV that has been modified such that the maximum level ground speed is twenty miles per hour or greater, in accordance with United States Department of Transportation regulations. Dealer/Distributor further agrees to accept any and all liability for said vehicle and indemnify and hold Yamaha harmless from any and all claims, whether for personal injuries or property damage, related to the use of such Yamaha golf car or PTV that Dealer/Distributor has so modified to exceed 19.9 miles per hour. Dealer/Distributor agrees that said vehicle shall have no warranty of any kind, whether written or implied, from Yamaha.

3. TERMINATION

3.1 This agreement shall be effective upon the execution hereof by Dealer/Distributor and an authorized officer or representative of Yamaha and shall remain in effect for two (2) years from the date of this Agreement.

3.2 Unless otherwise provided for under state law, Yamaha may terminate this Agreement for good cause with immediate effect on the giving of written notice to Dealer/Distributor should any of the following events occur: **(A)** Any misrepresentation by Dealer/Distributor in entering into this Agreement or the submission by Dealer/Distributor of any false or fraudulent application, claim or report in connection with the PTV Speed Code Kit; **(B)** Insolvency of Dealer/Distributor or inability of Dealer/Distributor to meet its debts as they mature; **(C)** Any act, conduct or unfair business practice by Dealer/Distributor or any person involved in the ownership or operating management of Dealer/Distributor which violates any law and adversely affects Dealer's/Distributor's operation, or the goodwill and reputation of the Dealer/Distributor, Yamaha, or the Products; (or) **(D)** Any failure by the Dealer/Distributor to pay to Yamaha any sums that may be due or become due pursuant to this Agreement or maintain adequate lines of credit for purposes of purchasing the Product or the parts and accessories from Yamaha.

3.3 Termination:

Unless otherwise provided for or allowed under state law or this Agreement, either party may terminate this Agreement on the giving of at least sixty (60) days prior written notice to the other party.

4. RESPONSIBILITIES UPON TERMINATION

4.1 Continuing responsibilities:

Upon termination of this Agreement, Dealer/Distributor shall discontinue forthwith any and all activity relating to the installation of the YGC PTV Speed Code Kit.

4.2 Orders for the YGC PTV Speed Code Kit:

Upon termination of this Agreement, all unshipped orders for the YGC Speed Code Kit shall be deemed cancelled.

4.3 Repurchase of YGC PTV Speed Code Kits:

- A. Upon termination of this Agreement, Yamaha shall repurchase from Dealer/Distributor and Dealer/Distributor shall sell to Yamaha, within sixty (60) days after the effective date of termination, any and all new, unused, undamaged, resalable, YGC PTV Speed Code Kits at net invoice price, exclusive of transportation charges and delivery and preparation reimbursement, previously paid by the Dealer/Distributor. Yamaha is not obligated to repurchase any YGC Speed Code Kits, which have been altered, changed or modified by Dealer/Distributor without Yamaha's express, written approval.
- B. As a condition of repurchase, payment for repurchase of YGC PTV Speed Code Kits will first be applied against any obligations or money owed by Dealer/Distributor to Yamaha, and then be applied to any monies owed to a financing source to which Yamaha has a recourse obligation.

5. MISCELLANEOUS:

5.1 Relationship of the Parties:

This Agreement does not in any way create the relationship of principal and agent between Dealer/Distributor and Yamaha and in no circumstances shall Dealer/Distributor, its agents or employees be considered the agent of Yamaha. Dealer/Distributor shall not act or attempt to act or represent itself directly or by implication as an agent of Yamaha or in any manner assume or create or attempt to assume or create any obligation or to make any contract, agreement, representation or warranty on behalf of or in the name of Yamaha, except those authorized in writing by Yamaha. Dealer/Distributor shall indemnify and hold Yamaha harmless from any cost and liability caused by the acts of the Dealer/Distributor, its employees or agents and from liability caused by any unauthorized act by Dealer/Distributor, its agents, or employees including, but not limited to, liability caused by Dealer's/Distributor's unauthorized changes, alterations, or modifications or to the form, features, function or configuration of the YGC PTV Speed Code Kit or the PTV supplied by Yamaha. Dealer/Distributor further understands and agrees that the relationship created by this Agreement is not a "franchise" and state and federal laws and regulations affecting franchises do not apply to this Agreement unless otherwise determined by a court or tribunal of competent jurisdiction.

5.2 Force Majeure:

Yamaha and Dealer/Distributor shall not be responsible for or liable for failure to perform any part of this Agreement or for any delay in the performance of any part of this Agreement, directly or indirectly resulting from or contributed to by any foreign or domestic embargoes, seizures, acts of God, insurrections, wars and/or continuance of war, or the adoption or enhancement of any law, ordinance, regulation, ruling or order directly or indirectly interfering with the production, delivery or payment hereunder; or lack of the usual means of transportation, fires, floods, explosion, strikes, extraordinary currency devaluation, taxes, or custom duties or other similar charges or assessments, or other events or contingencies beyond its control, either of the foregoing nature or of any kind, nature or description affecting the transportation, production, sale or distribution of the YGC Speed Code Kit.

5.3 Entire Agreement:

This Agreement pertains only to the PTV Speed Code Kit and as such is in addition to the Dealer/Distributor Agreement previously entered into between the parties and does not alter the terms or conditions of such Dealer or Distributor Agreement.

5.4 Governing Law:

This Agreement shall be governed by and construed in accordance with the law of the State of Georgia.

5.5 Construction:

This Agreement and all of the words, terms, and provisions hereof shall be construed in accordance with their usual and ordinary meanings, and not in favor of or against either party hereto. Paragraph headings are not part of this Agreement, but are only for convenience.

5.6 Non-waiver of Rights:

Failure of either party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this Agreement. Any actions taken by Yamaha, subsequent to termination of this Agreement, shall not be construed to be a reinstatement of authorization of Dealer/Distributor to purchase the YGC PTV Speed Code Kit. Authorization for Dealer/Distributor to purchase the YGC PTV Speed Code Kit may be reinstated only by the execution of a new PTV Speed Code Kit Purchase Authorization Agreement by both Dealer/Distributor and Yamaha.

5.7 Invalidity:

If any term, provision, covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

5.8 Notice:

All notices required or permitted to be given or made under this Agreement may be effected in writing by certified mail, postage prepaid, return receipt requested, and shall be deemed communicated three (3) days from the mailing thereof. Mailed notices shall be addressed to the parties as their addresses appear above, but each party may change its address by written notice in accordance with this paragraph.

“Dealer” or “Distributor”

Name of Dealer/Distributor:

Full Name:

Title:

Signature:

Date: