

DEALER AGREEMENT

This Dealer Agreement (the "Agreement") is made and entered into this ____ day of _____, 2006 (the "Effective Date"), by and between Rymac Products, Inc., a Texas corporation d/b/a American Ranch Designs ("Rymac"), and the individual or entity named in the signature block below ("Dealer").

The parties hereby agree as follows:

1. **APPOINTMENT.** Rymac appoints Dealer, on a non-exclusive basis, to sell the Products to bona fide retail customers at approved retail premises, upon the terms and conditions set forth in this Agreement. Rymac reserves the right, in its sole discretion, to appoint additional dealers at any location it may choose. The term "Products" refers to the merchandise provided by Rymac under the "American Ranch Designs" brand, including, but not limited to picture frames, tabletop boxes, sculptures, and towel bars. Dealer acknowledges that the category of Products may change from time to time.

2. **PURCHASE ORDERS; SALES CONFIRMATIONS; INVOICES.** To purchase Products under this Agreement, Dealer must first submit to Rymac a purchase order. Rymac will then submit to Dealer a sales order confirming the price, quantity and terms of Products ordered. Accepted purchase orders may not be cancelled without Rymac's prior written consent. Rymac will include an invoice with each shipment of Products which indicates the full amount owed by Dealer. Invoice terms will be as stipulated by Rymac in its sole discretion, and may be changed by Rymac from time to time during the term of this Agreement.

3. **PAYMENT.** All invoices must be paid immediately, by approved FedEx Ground COD, upon Dealer's receipt of Products unless Dealer has been extended a line of credit, in which case invoices must be paid within thirty (30) days after the date set forth therein. All past due payments shall accrue interest at a rate equal to the lessor of eighteen percent (18%) per annum or the maximum lawful rate.

4. **CREDIT.** To determine the extent to which Dealer may be eligible for a line of credit, if any, Dealer agrees to make available to Rymac such statements of Dealer's financial condition as Rymac may from time to time request. Rymac reserves the right at all times, either generally or with respect to any specific Dealer purchase order, to vary, change or limit the amount or duration of Dealer credit previously authorized by Rymac.

5. **TERM; TERMINATION.** This Agreement shall have an initial term of one year, commencing on the Effective Date, and shall automatically renew for successive one-year periods unless either party provides thirty (30) days' prior written notice before the end of the then current term. This Agreement may be earlier terminated by either party upon thirty (30) days' prior written to the other party. Upon termination, all amounts owed under the Agreement shall be immediately due and payable.

6. **ADDITIONAL TERMS AND CONDITIONS.** By executing this Agreement, Dealer acknowledges that Dealer has read and agreed to the attached "Additional Terms and Conditions". Such terms and conditions are incorporated into and made a part of this Agreement, as evidenced by the Dealer's initialing of such attachment.

The parties hereto have executed this Agreement as of the Effective Date.

RYMAC:

DEALER:

RYMAC PRODUCTS, INC.
d/b/a American Ranch Designs

By: _____
Ryan McConnell, President

Address: _____

White Copy for Customer file, Yellow Copy for Rep File, Pink Copy to Rymac

ADDITIONAL TERMS AND CONDITIONS

RETAIL PREMISES. Dealer may only sell Products at retail premises approved by Rymac as being consistent with the high quality of Rymac Products. If Rymac determines that Dealer's retail premises are unsatisfactory, then Dealer may be instructed to immediately remove all Products from such premises.

RESALE TERMS. Rymac will provide Dealer with a range of suggested retail prices for the Products. However, Dealer shall be free to unilaterally establish its own resale prices and terms with respect to the Products; and Rymac and its employees shall have no authority to instruct Dealer as to what Dealer's resale prices must be, nor to interfere with Dealer's independent establishment of resale prices.

SHIPMENT, TITLE, RISK OF LOSS. All deliveries of the Products under the Agreement shall be F.O.B. point of shipment. Title and risk of loss or damage to the Products shall pass to Dealer upon delivery of the Products to the carrier.

SECURITY INTEREST. Dealer hereby grants Rymac a security interest in all Products purchased under this Agreement, and appoints Rymac as its attorney-in-fact for purposes of executing and filing all required financing statements and modifications and extensions thereof with the appropriate authorities.

PRODUCT RETURNS. Products may not be returned for replacement without the prior written consent of Rymac. If Dealer considers delivered Products to be defective, then Dealer may submit a Request for Return form. If Rymac, in its sole discretion, approves Dealer's request and determines such Products to be defective, then Rymac will provide replacement Products or Products of equivalent value. No cash refunds will be issued for defective Products. In addition, Rymac shall not be responsible for Products that are defective or have been damaged due to Dealer's misuse, abuse or neglect.

INTEREST ON LATE PAYMENTS. In the event Rymac charges interest in excess of the maximum lawful rate, excess payments made by Dealer will be deemed a partial payment of the balance owed and, if the balance owed has been paid in full, such excess payments shall be refunded to Dealer. Dealer payments shall be applied first to the interest due and next to the balance owed.

NO LICENSE. The sale of Products to Dealer does not convey to Dealer any intellectual property rights in such Products, including, but not limited to, any rights under any patent, trademark, copyright, or trade secret; and shall not be construed to grant to Dealer, either expressly, by implication or by way of estoppel, any license under any intellectual property rights of Rymac covering or relating to the Products.

TRADEMARKS. Dealer acknowledges the validity of Rymac's trade names and trademarks, and that Dealer shall have no right to or interest in any trade names or trademarks owned, used or claimed by Rymac, now or in the future.

CONFIDENTIALITY. Dealer shall maintain the confidentiality of all information provided or made available to Dealer by Rymac, including, but not limited to, Rymac's price lists and catalogs,

and shall not disclose or permit the disclosure of any such confidential information to any other party, person or entity.

WARRANTIES. DEALER ACKNOWLEDGES THAT NO WARRANTIES WITH REGARD TO THE PRODUCTS, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARE CREATED BY THIS AGREEMENT, AND RYMAC HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED.

RELATIONSHIP OF PARTIES. The relationship established between Rymac and Dealer by this Agreement is that of vendor and vendee, and nothing herein contained shall be deemed to establish or otherwise create a relationship of principal and agent between Rymac and Dealer. It is understood that Dealer is an independent contractor who cannot and shall not be deemed an agent of Rymac for any purpose whatsoever, and neither Dealer nor any of its agents or employees shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of Rymac.

GOVERNING LAW. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

ASSIGNMENT. Dealer may not assign this Agreement nor any rights or obligations hereunder without the prior written consent of Rymac.

LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ENTIRE AGREEMENT, AMENDMENT, WAIVER. This Agreement and the other instruments and agreements referred to herein embody the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements. This Agreement may be amended, and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion.

White Copy for Customer file, Yellow Copy for Rep File, Pink Copy to Rymac