



This agreement made and entered into on _____ between Actall Corporation, with offices at 2017 Curtis St., Denver, CO 80205 (Manufacturer) and, _____, located at _____, (Dealer/Dealership) will authorize Dealership as a certified and authorized dealer/installer of the Resident Alert System, the PALS 9000 Personal Alarm Locating System and the ATLAS Real Time Locating System, based on the following terms and conditions:

1. **Appointment:** Manufacturer appoints Dealer as a non-exclusive distributor for the marketing, sale, installation, service and maintenance of the Manufacturer's system mentioned above in the United States and Canada.
2. **Acceptance:** Dealer accepts the appointment as a non-exclusive distributor and will make all sales hereunder in accordance with this Agreement. Along with this acceptance, Dealer agrees that it will not submit bids containing competitive or substitute products for project specifications that specifically call for Actall products to be used. Dealer is free to use any product for specifications that are only performance-based, or do not reference Actall products.
3. **Term:** This agreement shall continue in force until regularly renewed bi-annually, in accordance with Actall's overall Dealer program, unless earlier terminated pursuant to the terms of paragraph 8.
4. **Operations:**
 - A) **Acceptance of Orders:** All orders received by the Manufacturer for its products from the Dealer are subject to acceptance by the Manufacturer. It will use its best efforts to fill the accepted orders promptly and practicable, subject, however, to delays caused by government orders or requirements, transportation conditions, labor or material shortages, strikes, riots, fires, or any other cause beyond Manufacturer's control. In all cases, Manufacturer will use its best efforts to advise the Dealer in advance of any inability to make full and timely delivery of any products, which the Dealer has previously ordered.
 - B) **Pricing:** The Dealer shall pay the Manufacturer for the products, which the Dealer purchases as per the Manufacturer's Price List in effect at the time of the receipt of the order. Manufacturer may change the Price List at any time. All changes will be effective 60 days after announcement. Product must be delivered within 90 days of the date the order is received in order to maintain the quoted pricing on the order. Any order not delivered within 90 days shall be deemed cancelled and subject to requote unless the failure to deliver is caused by Manufacturer. Manufacturer will quote prices on specialized products upon request.
 - C) **Terms of Payment:** Terms will be determined on a job by job basis between Manufacturer and Dealer. Unless otherwise previously negotiated, all payments will be payable Net 30 days after the receipt of the product(s). Dealer shall pay for all orders on the approved credit terms. All orders not subject to approved credit terms shall be paid cash on delivery.

- D) Delivery:** All prices are F.O.B Denver, CO. All freight charges are borne by Dealer and are not included in quotations. Estimates can be given upon request.
- E) Returns:** No product may be returned unless it is defective or Manufacturer approves the return. Any applicable restocking charges will be negotiated when a Return Materials Authorization (RMA) number is issued. No credit will be issued for damaged goods. No returns will be permitted after 30 days. All freight charges, outgoing and incoming, will be billed to the Dealer. An RMA number is required for all returns or exchanges. Equipment sent to Manufacturer without an RMA number will not be accepted.
- 5. Minimum Sales Targets:** None.
- 6. Training, Documents and Demonstration:** Materials Manufacturer shall provide price lists, technical data, installation data and initial dealer setup marketing materials. Manufacturer agrees to provide training of sales and technical personnel at its development office in Denver, CO. Dealer shall pay for the cost of training according to Manufacturer's current price list. Other training or on-site assistance for projects and the costs involved will be negotiated between Manufacturer and Dealer.
- 7. Right To Use Name:** Distributor may use Manufacturer's name and trademarks in connection with the marketing, sale, installation, service and maintenance of Manufacturer's products during the term of this agreement. Upon termination of the agreement Dealer shall discontinue the use of Manufacturer's name and trademarks and thereafter shall not use the name directly or indirectly in connection with his business, nor use any other name, title or expression so nearly resembling it as would likely lead to confusion or uncertainty or to deceive the public.
- 8. Termination:** This Agreement may be terminated by Manufacturer for violation of the terms (including failure to remit timely payment for materials or services) of this Agreement at any time with 30 days' written notice to Dealer. Either party may terminate this agreement without cause by giving the other party 90 days written notice. In the event of termination, this agreement shall remain applicable to any orders for products which the Dealer has previously placed.
- 9. Confidentiality Agreement:** Dealer agrees to execute Manufacturer's Confidentiality Agreement.
- 10. No Agency Relationship:** This Agreement does not constitute Dealer as the agent or legal representative of Manufacturer, or the Manufacturer as the agent or legal representative of Dealer. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility in behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.
- 11. Dispute Resolution:** In the event any dispute arises from this agreement or is related to the agreement the parties agree to submit it to the American Arbitration Association for resolution by a single arbitrator under the applicable rules of the American Arbitration Association in effect at that time. The arbitration hearing shall be held in Denver, Colorado. The fact that officers, directors, shareholders, employees or agents of the parties are joined in the dispute in their individual capacities shall not bar this matter from being determined by binding arbitration. All parties expressly waive trial by jury. A party who seeks injunctive relief shall not be deemed to have waived this provision by virtue of seeking said relief.

- 12. Warranty:** Actall Corporation. (“Actall”) warrants its products (“Product” or “Products”) to conform to its own specifications and to be free of defects in materials and workmanship under normal use for a period of 12 months from the date of invoice. Within the warranty period Actall will repair or replace, at its option, all or any part of the warranted product. Actall will not be responsible for dismantling and/or reinstalling charges. To exercise the warranty, the User (“User”, “Installer” or “Consumer”) must be given a Return Material Authorization (“RMA”) number by Actall. Details of shipment will be arranged at that time.
- A)** This warranty does not apply in cases of improper installation, misuse, failure to follow installation and operation instructions, alteration, abuse, accident or tampering, and repair by anyone other than Actall.
- B)** This warranty is exclusive and expressly in lieu of all other warranties, obligations or liabilities, whether written, oral, express, or implied, including any warranty of merchantability or fitness for a particular purpose.
- C)** This warranty will not be modified or extended. Actall does not authorize any person to act on its behalf to modify, vary or extend this warranty. This warranty will apply to Actall products only. All other products, accessories or attachments used in conjunction with Actall equipment, including batteries, will be covered solely by their own warranty, if any. Actall will not be liable for any direct, incidental or consequential damage or loss whatsoever, caused by the malfunction of Product due to products, accessories, or attachments of other manufacturers, including batteries, used in conjunction with Actall products.
- D)** This warranty does not warrant the replacement of batteries that are used to power Actall products.
1. The User recognizes that a properly installed and maintained security system may only reduce the risk of events such as burglary, robbery, personal injury and fire. It does not insure or guarantee that there will be no death, personal damage and/or damage to property as a result. Actall does not claim that the Product may not be comprised and/or circumvented, or that the Product will prevent any death, personal and/or bodily injury and/or damage to property resulting from burglary, robbery, fire or otherwise, or that the Product will in all cases provide adequate warning or protection.
 2. To the maximum extent allowed by law, Dealer will defend, indemnify and save harmless Manufacturer, including its officers, agents, employees, affiliates, parents and subsidiaries, and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liability, in law or in equity, of every kind and nature whatsoever (including, but not limited to, claims for personal injury or death to persons, damage to property of anyone, and/or penalties imposed pursuant to the violation of any law, order, citation, rule, regulation, standard, ordinance or statute) arising out of, or related to, or in connection with the negligent installation, system design, service and/or maintenance of the Product(s) as performed by Dealer.
 3. To the maximum extent allowed by law, Manufacturer will defend, indemnify and save harmless Dealer, including its officers, agents, employees, affiliates, parents and subsidiaries, and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liability, in law or in equity, of every kind and nature whatsoever (including, but not limited to, claims for personal injury or death to

- persons, damage to property of anyone or infringement of patent rights against Manufacturer) arising out of, related to, or in connection with any design, engineering or manufacturing defect of the manufactured Product(s) sold by Manufacturer to Dealer, whether latent or patent, that causes the manufactured Product(s) sold by Manufacturer to Dealer to operate or perform outside of the published specifications for the specific manufactured Product(s) sold by Manufacturer to Dealer.

!! Warning:

The User should follow all installation, operation and maintenance instructions. The User is strongly advised to conduct Product and systems tests at least once each week. Changes in environmental conditions, electric or electronic disruptions and tampering, may cause the Product to not perform as expected.

!! Warning:

Actall warrants its Product to the User. The User is responsible for exercising all due prudence and taking necessary precautions for the safety and protection of lives and property wherever Actall Products are installed. Actall strongly advises the User to program Products to be supervised whenever used in applications affecting life safety. Users are warned that unsupervised devices are subject to undetected failure due to malfunction, battery failure, tampering or changes in environment.

- Effective Date of Agreement:** This agreement shall not become effective until Dealer personnel have completed the Actall training course.

Actall Corporation:

By: _____

Signature

Print Name / Title

Dealer:

By: _____

Signature

Print Name / Title