

HERITAGE MEDCALL™

DEALER PROFILE

DATE: _____

GENERAL

Company Name _____

Street Address _____

Mailing Address _____

City, State & Zip _____

Telephone _____ Fax _____

Years in Business _____ At Present Address _____

FINANCIAL

Name of Company Bank _____

Address, City, State, Zip _____

TRADE REFERENCES

Company _____ Company _____

Address _____ Address _____

Phone _____ Phone _____

Fax _____ Fax _____

Contact Name _____ Contact Name _____

Account # _____ Account # _____

PERSONNEL

Owner/Principal _____

Sales Manager _____

Technical Manager _____

Other _____ Title _____

Number of Employees: _____ Total _____ Sales _____ Technical _____

HERITAGE MEDCALL™

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MAJOR LINES OF EQUIPMENT

Fire Alarm · _____ C.C.T.V. · _____

Sound/Intercom _____ Nurse Call _____

Security _____ M.A.T.V. · _____

Other Major Lines _____

MARKETS

Primary business activity _____

Primary markets served _____

Geographical area of coverage _____

Customer base, approximate number of accounts _____

Customer Base Breakdown (%)

Industrial · _____ Hospitals _____

Commercial _____ Schools _____

Corrections _____ Other _____

SALES

Annual Sales Volume, Last Year \$ _____

Year before \$ _____

New Construction (%)

Bid _____ Direct Sales _____

Service _____ Other _____

Estimated Sales Next Year: \$ _____

COMMENTS: _____

Heritage MedCall, Inc

AUTHORIZED DEALER AGREEMENT

This agreement, made this _____ day of _____, 20____, by and between Heritage MedCall, Inc., a Florida Corporation, having an office at 202 East Virginia Avenue, Tampa, FL 33603, (hereinafter referred to as "HMC") and _____, a _____ Corporation (or an individual, or a partnership, doing business as: _____), having its principal place of business located at _____

(hereinafter referred to as "Dealer".)

In accordance with the terms and conditions of this Agreement, the parties agree as follows:

1. **TERM:**
This agreement, including all Schedules, Appendices, and Attachments, shall become effective upon the "Commencement Date" and shall remain in effect for one (1) year, and shall automatically renew on each anniversary.
2. **APPOINTMENT:**
HMC hereby appoints Dealer to be a non-exclusive HMC dealer and grants to Dealer: the right to promote, sell, install, service and maintain said Product within a specific geographic area (as set forth in Schedule (1) to existing and future customers (the "End User").
3. **ACCEPTANCE:**
Dealer hereby accepts the above appointment and agrees to make all purchases in accordance with the terms of this Agreement. Dealer shall in its best ability promote, sell, install, service and maintain the Heritage Product to existing, prospective, and future End Users within the Territory. Dealer further agrees to install the Heritage Products and Components in strict accordance with the Heritage Installation Instructions. This agreement includes the installation by third parties. The dealer is solely responsible for the correct installation, including use of the proper wire, wiring techniques and connections.
4. **PRICE, PAYMENT AND CREDIT TERMS:**
 1. **Price:** The Prices for all HMC Parts and Components are set forth in the Heritage Price Sheet - Dealer Net. The prices are subject to change by HMC effective January one (1), or with forty-five (45) days written notice to Dealer.
 2. **Payment Terms:** Dealer agrees to fully pay all valid HMC invoices within thirty (30) calendar days of the date of such invoices. Receipt of any check, draft, or other commercial papers shall not constitute payment unless, and until, such instrument has been honored by the appropriate financial institution(s).
 3. **Credit Terms:** Dealer agrees that this Agreement including all Schedules and

Heritage MedCall, Inc

attachments, shall at all times continue to be contingent upon the credit approval by HMC's credit department. HMC reserves the right to grant or refuse, or at any time vary, change, or limit the amount or duration of credit.

5. **ORDER PLACEMENT:**

1. **Order Acceptance:** All purchase orders for Product shall be subject to HMC acceptance.
2. **Order Cancellation:** Purchase orders are non-cancelable.

6. **SHIPMENT PROVISIONS:**

1. **Shipment Terms:** All shipments by HMC shall be F.O.B. HMC's loading dock in Tampa, Florida.
2. Dealer shall have the right to specify the common carrier and shall be responsible for all freight, insurance charges, and all risk of loss or damage to the Product.

7. **PRODUCT RETURNS:**

Product returns shall be accomplished in accordance with HMC prevailing standard product return policies and procedures.

8. **OBLIGATIONS OF DEALER:**

1. **System Configuration and System Design:** Dealer is solely and fully responsible for matching the Product configuration to customers' needs and wants, including without limitation, equipment quantity, design, installation, system programming and proper in-service training.
2. **HMC Assistance:** Dealer agrees that any on-site assistance provided to Dealer by HMC in fulfilling Dealers's obligations shall be paid to HMC at HMC's then prevailing rates, plus expenses. HMC assistance provided to cover HMC warranty obligations shall be at HMC's expense.
3. Dealer agrees to furnish HMC with the project name and address at the time the order is placed for the purpose of reference to the dealer on future orders and program upgrades.
4. Dealer agrees to furnish warranty and non-warranty repair and installation service to its customers promptly, efficiently, and in accordance with HMC's then prevailing technical specifications and policies.
5. Dealer agrees to maintain a current inventory of Product, parts and tools necessary to adequately and promptly meet customers' service and maintenance requirements.
6. Dealer agrees to actively promote and sell Heritage Products through Direct Sales effort and other means.

9. **WARRANTY:**

1. Commencing upon the shipment date and continuing for the period of two (2)

years HMC warrants that under normal use, each product sold and purchased hereunder shall be free from manufacturing defects of material and workmanship.

HMC's sole obligation, and Dealers sole remedy, under this warranty shall be limited to HMC repairing or replacing, at its option, defective Product or components thereof when such are returned to HMC freight prepaid.

2. All warranties shall become null and void in the event that anyone alters or modifies any Product without HMC's prior written authorization and/or should Dealer, or anyone, fail to follow HMC's recommended installation procedures and instructions.

10. **FORCE MAJEURE**

Except for the payment of money when due, should HMC be unable in whole or in part, to perform its obligations under this Agreement by reason of force majeure, HMC shall be excused from performance to the extent it is affected by such force majeure. If HMC is affected by force majeure it shall endeavor to remedy the impediment to its performance with all reasonable dispatch. The term "force majeure" shall mean any cause which is not within the control of HMC and which, by the exercise of due diligence, HMC is unable to prevent or overcome.

11. **APPLICABLE LAW:**

This agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, and is made subject to all applicable federal laws and regulations.

12. **TERMINATION:**

Either HMC or Dealer may terminate this Agreement at will, at any time and such termination may be either with or without cause. If the termination is with cause, thirty (30) days advance written notice must be provided by the terminating party. "Cause" for purpose of this paragraph, shall consist of, but not be limited to, breaches of any provision of this Agreement by either party. If the termination is without cause, ninety (90) days advance written notice must be provided by the terminating party to the other party.

13. **MISCELLANEOUS:**

1. This agreement may be modified or changed only by an instrument signed by a duly authorized representative of each of the parties hereto.
2. Dealer shall not assign any rights or duties hereunder to any person, firm or organization without the prior written consent of HMC.

14. **COMMENCEMENT DATE:**

The parties do hereby agree that this Agreement shall commence on

_____ ,

and remain in effect through

_____ .

IN WITNESS, WHEREOF, the parties have set their hands to duplicate originals on the date and year set forth intending it to be legally binding on the parties.

Heritage MedCall, Inc.
202 East Virginia Avenue
Tampa, FL 33603

Dealer

Authorized Signature

Authorized Signature

Title

Title

Date

Date