



# DISTRIBUTOR AGREEMENT

This InTouch Technologies, Inc. Distributor Agreement ("Agreement") is entered into by and between InTouch Technologies, Inc., a Colorado corporation, with its principal place of business at 12168 N. Woody Creek Road, Parker, Colorado 80138 ("InTouch"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Distributor"), this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

## 1. APPOINTMENT OF DISTRIBUTOR

**1.1 Appointment.** For the term of this Agreement only, and subject to all of the terms and conditions set forth herein, InTouch hereby appoints Distributor, and Distributor accepts such appointment, as a Distributor of InTouch TOUCHMaster Pro for Golf™ products (the "Products"). InTouch reserves the right, in its sole and absolute discretion, to change the design, models and features of any of the Products and to discontinue distribution of any of the Products.

**1.2 Territory.** Distributor shall sell the Products to retailers, golf courses, and end users within the United States (the "Territory"). Distributor hereby agrees to use its best efforts during the term of this Agreement to sell, advertise, promote and market the Products within the Territory. Distributor acknowledges that this appointment and the Territory are non-exclusive, that InTouch may sell Products within the Territory and appoint other distributors which may sell Products within the Territory. Distributor agrees that (i) InTouch shall be under no obligation to prevent any such sales by other distributors, (ii) Distributor shall not be entitled to any commission or compensation in connection with those sales, and (iii) InTouch shall have no liability for making or permitting those sales.

**1.3 Sale of Products.** InTouch shall sell Products to Distributor at prices and discounts and on other terms set forth in this Agreement and as set forth in Schedule "A" and subject to the terms and conditions set forth in the Sales Policy in effect from time to time (the "Sales Policy"). InTouch reserves the right, in its sole discretion, without incurring any liability to Distributor, to change from time to time the terms, conditions and provisions of Schedule "A". All Product prices shall be exclusive of any applicable customs charges and duties, sales, use, privilege, excise and similar taxes, rigging, drayage and handling charges and insurance costs and other expenses incurred subsequent to the F.O.B. point, all of which shall be borne by Distributor. Distributor shall be required to pay for the Products in accordance with the terms of invoic-

es therefore, without any set-off or counterclaim, except for the amount of any written credit memorandum which has been issued by InTouch to Distributor prior to the due date of the outstanding invoice. Without limiting any other rights InTouch may have under this Agreement and under applicable law, if Distributor's account is not kept current or Distributor's credit standing deteriorates, InTouch may discontinue shipments or require advance payments on all shipments. Payment in full for the Products shipped is due in accordance with the terms of sale as set forth by InTouch, and in no event shall payment be withheld due to damaged, missing or defective components or parts in a shipment.

**1.4 Orders.** Distributor shall submit purchase orders for Products consistent with and subject to InTouch's standard policy and practice. All orders shall be subject to acceptance and confirmation by InTouch in its sole and absolute discretion. Any electronically transmitted orders submitted by Distributor to InTouch shall be deemed firm orders and shall be subject to immediate acceptance in accordance with the terms of the Sales Policy in effect at the time of receipt of the order by InTouch. In the event of any conflict between this Agreement (including its Schedule "A") and any purchase order, the terms of this Agreement shall control. InTouch shall have the right to select the route and mode of shipment for such Products, taking into consideration Distributor's convenience whenever practical. Title to the Products and risk of loss shall pass to Distributor upon delivery of the Product to the carrier. InTouch shall not be liable to Distributor for any loss or damage resulting from the delay in the delivery of Products to a carrier for transportation to Distributor. However, since InTouch itself will be subject to manufacturer, production, shipping or other delays, from time to time, Distributor agrees that InTouch, in its sole discretion, may allocate distribution of the Products among InTouch's various customers, even though this may effectively limit delivery of the Products ordered by Distributor. Distributor shall inspect all of the Products upon delivery and shall be deemed to have

accepted the same if InTouch does not receive written notice of rejection within ten (10) days of such delivery. Claims for damages in transit shall be filed promptly by Distributor with the freight carrier. In the event that Distributor shall fail or refuse for any reason whatsoever to accept delivery of any Products ordered by Distributor, Distributor shall pay InTouch the amount of all expenses incurred by InTouch in shipping such Products to Distributor and in returning them to the original point of delivery or in directing them to another destination, as the case may be. The liabilities of Distributor pursuant to the preceding sentence shall be in addition to, and not in lieu of, such other liabilities as may arise from Distributor's failure or refusal to accept delivery.

## 2. OBLIGATIONS OF DISTRIBUTOR

**2.1 Distributor's Efforts.** Distributor agrees to exercise its best efforts to sell and promote the Products in the Territory in an aggressive and effective manner and through sales, promotion and advertising programs that emphasize the high quality, prestige and sophistication of the Products. Distributor shall at all times conduct its business ethically, in strict accordance with all applicable laws and shall refrain from unfair and deceptive trade practices. Prior to beginning the distribution of any Products, Distributor shall obtain all licenses, permits and approvals necessary or desirable for the performance by Distributor of all of its obligations under this Agreement. Distributor shall promptly respond to all purchaser/end user inquiries, orders and complaints and shall serve as a liaison between the customer and InTouch.

**2.2 Security Interest.** In the event that InTouch extends credit to Distributor, Distributor shall execute a security agreement, in such form as may be required by InTouch, granting to InTouch a security interest in all Products purchased by Distributor hereunder (and the proceeds thereof) to secure payment of the amount owed to InTouch under the terms of this Agreement. In connection with said security interest, Distributor agrees to execute one or more financing statements in a form satisfactory to InTouch.

**2.3 Sales Through Retailers.** In order to fully accomplish the purpose of this Agreement, the Distributor, while engaged in selling the Products by itself, may appoint on its own responsibility retailer(s) who purchase the Products from the Distributor and retail the Products in the Territory (the "Retailers"). The provisions of this Section 2.3 and of this Agreement shall not create any rights and duties between InTouch and the Retailers. No Dealer is in any way, or to any extent, the agent or legal representative of InTouch for any purpose whatsoever, and InTouch does not hereby invest or entrust the Retailers with any kind of authority or right of agency, to any extent, to act on behalf of InTouch. Without limiting the foregoing, the Retailers shall have no power to legally bind InTouch to any extent whatsoever.

**2.4 Sales Force; Facilities.** Distributor shall at all times during the Term of the Agreement, maintain a properly

trained sales force of adequate size to represent and promote the sale of the Products throughout the Territory. Distributor shall provide sufficient information to its sales force to properly inform it as to InTouch's advertising and marketing programs and policies. Distributor's sales force shall attend training, marketing or other workshops or meetings that may be scheduled by InTouch. Distributor shall cause its Retailers to maintain such sales, servicing and warehouse facilities as shall ensure efficient and competent distribution and servicing of the Products.

**2.5 Promotions and Advertising.** Distributor shall at all times comply with and participate in InTouch's sales, promotional and cooperative advertising policies and programs in effect from time to time. Distributor shall also cause its Retailers to prominently display inside their premises such point of purchase displays and make use of any other sales and promotional materials which may be provided by InTouch. Distributor agrees to immediately terminate any advertising or promotion that InTouch determines, in its sole and absolute discretion, to be detrimental to the image and goodwill of InTouch or its Products.

**2.6 Use of Trade Names and Trademarks.** Distributor shall refrain from using, and shall prohibit its customers from using, the word "InTouch" in whole or in part, or any trade name, trademark or other marks (the "Marks") used or claimed by InTouch, except in connection with the advertising and sales of Products and in accordance with InTouch's policies in effect from time to time relating to the use of such Marks. Distributor will not use any other Marks in connection with the Products. Distributor shall not contest the right of InTouch to the use of any Mark used or claimed by InTouch. Distributor further agrees not to remove, change, alter or obliterate any markings on the Products, and agrees to prevent its sub-distributors from so doing. Any removal, change, alteration, defacement or obliteration of any such Marks, names or country of origin markings shall constitute sufficient cause for immediate termination of this Agreement. InTouch reserves the right to adopt new, additional or modified Marks, in which event, at InTouch's direction, subject to the terms and conditions herein, Distributor shall use only those Marks specified by InTouch, and promptly discontinue the use of all outmoded or superseded Marks.

**2.7 Alleged Infringement by Distributor.** In the event of any actual or threatened Claim (as defined in Section 2.8) or other proceeding against Distributor involving any claim of infringement based upon Distributor's use of the Marks, or Distributor's sale of the Products, Distributor shall immediately notify InTouch in writing and provide InTouch with copies of all relevant documents and written communications. InTouch, at its sole cost and in its sole discretion, shall have the exclusive right to defend or settle all such claims of infringement. Distributor shall provide testimony and other evidence in any proceeding, and shall cooperate fully with InTouch in any way necessary or desirable to successfully defend or settle such proceeding.

**2.8 Intellectual Property Protection.** Distributor shall provide such information and assistance, and execute such documents and instruments, as may be required in InTouch's sole discretion to assist InTouch and its counsel in securing copyright, trademark, patent and other intellectual property protection in connection with the Products and the Marks. Distributor shall not contest or oppose InTouch's rights to or ownership of the Marks or any other intellectual property rights associated with the Products, nor advise or consult with any party engaging in any such contest or opposition. Distributor shall have no ownership interest in the Marks, or any copyrights, trademarks, patents or other intellectual property rights associated with the Marks or the Products.

**2.9 Reports.** Distributor shall make available to InTouch in a timely manner, upon InTouch's request, any marketing and sales information and reports related to Products. All information provided by Distributor to InTouch will be considered confidential and used exclusively by InTouch for marketing and warranty purposes. Such reports shall include, but shall not be limited to, the following:

- (a) Distributor shall provide complete and accurate sales lead evaluations in a format specified by InTouch within three months of delivery of each sales lead to Distributor. Sales leads are provided by InTouch to Distributor as a courtesy to promote sales opportunities within the Territory. Failure to adequately follow through on sales leads and provide an evaluation of such leads to InTouch will be cause for InTouch to discontinue providing this service and may be interpreted as a failure of the Distributor to use its best efforts to sell Products and support potential customers within its Territory.
- (b) Each month during the Term hereof, Distributor shall furnish to InTouch (i) a projection of expected sales in the Territory and such other forecasts as may be requested by InTouch, and (ii) report Distributor's current inventory level for each Product model as of the end of the preceding month.
- (c) At any time upon the request of InTouch, Distributor shall prepare and furnish to InTouch such information and reports regarding sales pursuant to this Agreement as may be requested by InTouch. IN NO EVENT, HOWEVER, SHALL DISTRIBUTOR SUBMIT OR SHALL INTOUCH OBTAIN ANY INFORMATION REGARDING DISTRIBUTOR'S RESALE PRICES OR PRICING POLICIES.

**2.10 Confidentiality.** All business information and materials containing business information provided by InTouch to Distributor, including without limitation technical information and know-how regarding the Products and their servicing, and any other information which InTouch has not specifically designated as intended for dissemination to the public constitutes confidential information and valuable trade secrets proprietary to InTouch. Distributor shall not disclose or disseminate or in any manner cause the disclosure of

such information to third parties, and shall take all reasonable steps to maintain the confidentiality of such information. If Distributor is required to disclose any confidential information pursuant to any legal process or judicial or government order, Distributor will immediately notify InTouch in writing, and take all appropriate legal action to avoid or minimize such disclosure. Distributor will advise InTouch in writing within twenty-four (24) hours of receiving evidence of any misappropriation or unauthorized use or disclosure of confidential information. Upon the termination of this Agreement, Distributor shall deliver to InTouch copies of all such confidential information in Distributor's possession or control. Distributor acknowledges that the disclosure of such information to third parties, whether inadvertent or intentional, will cause irreparable injury to InTouch and therefore, InTouch shall have the right to seek injunctive relief to restrain and prohibit such disclosure in addition to any other relief which InTouch may have available to it pursuant to this Agreement or under applicable law.

**2.11 Indemnification.** Except as expressly provided herein, InTouch shall have no liability to Distributor or to any third party in connection with the Products. WITHOUT LIMITING THE FOREGOING, DISTRIBUTOR ACKNOWLEDGES THAT INTOUCH SHALL HAVE NO RESPONSIBILITY FOR ANY PRODUCT LIABILITY OR WARRANTY CLAIMS WITH RESPECT TO THE PRODUCTS EXCEPT TO THE EXTENT SET FORTH IN THE SALES POLICY, AND INTOUCH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT FOR THOSE SET FORTH IN THE SALES POLICY. Distributor hereby agrees to indemnify, defend and hold harmless InTouch and its owners, officers, directors, shareholders, affiliates, employees, agents and representatives ("Related Persons") from and against any and all liabilities, losses, damages, expenses, injuries, costs, actions, claims, suits, demands, legal proceedings, assessments and similar matters (including attorney's fees and expenses) of any kind or character ("Claims") related to or arising from any Products purchased by Distributor except for the warranty obligations expressly assumed by InTouch under the Sales Policy or any act, omission or misrepresentation of Distributor, Distributor's Related Persons or any third party, in respect of the sale of Products by or through Distributor, or Distributor's performance of its obligations and exercise of its rights under this Agreement. In the event any Claim or other legal proceeding is brought against Distributor in connection with the Products, Distributor shall immediately notify InTouch in writing.

**2.12 Additional Obligations.** Distributor shall also comply with the applicable obligations identified in Schedule "A" attached hereto and the terms and conditions of the Sales Policy as if such obligations were fully set forth herein.

**2.13 Notification of Complaints.** Distributor will notify InTouch in writing immediately if Distributor is served

with a complaint in any legal proceeding or is threatened, in writing, or in any other manner, with litigation that is in any way related to the Marks or the Products, or if Distributor becomes aware that Distributor is the subject of any complaint, threatened litigation or investigation by a governmental authority or agency in the Territory.

### 3. DURATION AND TERMINATION

**3.1 Term.** This Agreement shall remain in force from the date of its execution by InTouch until the immediately following 31st day of December (the "Term"), and shall be automatically extended and renewed for successive one-year periods unless earlier terminated.

**3.2 Termination Without Cause.** Either party may terminate this Agreement at any time without cause by giving written notice of termination to the other party at least sixty (60) days prior to the effective date of the termination.

**3.3 Default.** Notwithstanding the foregoing, InTouch may terminate this Agreement immediately without any advance notice upon the occurrence of any of the following:

- (a) Failure of Distributor for any reason to (i) carry on its business in the ordinary course, or (ii) for ten (10) consecutive days to keep its facilities open during, and for not less than, the hours customary in the automotive industry in Distributor's Territory;
- (b) Failure of Distributor to maintain a sufficient line of credit to enable it to effectively carry out its functions hereunder as a distributor;
- (c) Failure of Distributor to make any payment to InTouch on or before the date such payment is due;
- (d) Distributor engages in conduct which, in InTouch's sole discretion, reflects unfavorably on the goodwill of InTouch, the Marks or the Products;
- (e) Any other reason expressly set forth in this Agreement as a basis for immediate termination; or
- (f) Failure of Distributor to comply with any other provision of this Agreement, including without limitation the additional obligations set forth in Schedule "A" or the Sales Policy; provided, however, Distributor shall be entitled to receive written notice of any such non-monetary default and shall have thirty (30) days after receipt of such written notice in which to cure such default.

**3.4 Automatic Termination.** This Agreement shall terminate automatically, with no further act on the part of InTouch upon the occurrence of (i) the insolvency of Distributor, (ii) the filing by or against Distributor of a petition seeking relief under any bankruptcy laws, (iii) the appointment of a receiver, trustee or custodian for Distributor or Distributor's business, or (iv) an assignment by Distributor for the benefit of its creditors.

**3.5 Effect of Termination.** Upon termination of this Agreement, Distributor shall immediately (i) pay InTouch all sums owed by Distributor, (ii) remove all Distributor's expense all signs, and cease using all advertising and sales materials, bearing any trademark or trade name used or claimed by InTouch. (iii) deliver all signs, banners, samples, price lists, sales promotion materials, and other materials for all Products in Distributor's possession which were furnished by InTouch to Distributor, and (iv) comply with paragraph 2.10 above. Thereafter, Distributor shall refrain from taking any action, which would indicate that Distributor is acting as a distributor for InTouch. Any continuing business activities carried on between InTouch and Distributor after the termination of this Agreement shall not operate as an extension or renewal of this Agreement, and shall be terminable at will. In any event, Distributor shall avoid doing anything to disparage or negatively affect InTouch, the Marks, the Products or the goodwill associated with any of them. Notwithstanding the termination of this Agreement, the obligations of Distributor which accrue under this Agreement, including but not limited to those provided for in Sections 2.10, 2.11 and 3.5, prior to the termination shall survive the termination of this Agreement.

**3.6 No Damages for Termination.** INTOUCH SHALL NOT BE LIABLE TO DISTRIBUTOR FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS ARTICLE 3. Distributor waives any claims for reimbursement or damages for loss of goodwill, prospective profits or anticipated orders, or on account of any expenditures, investments, leases or commitments made by either InTouch or Distributor or for any other reason whatsoever based upon or growing out of such termination. Distributor acknowledges and agrees that Distributor has no expectation and has received no assurances that its business relationship with InTouch will continue beyond the stated term of this Agreement or its earlier termination, that any investment by Distributor in the promotion of the Products will be recovered or recouped, or that Distributor shall obtain any anticipated amount of profits by virtue of this Agreement.

### 4. INTERPRETATION AND ENFORCEMENT

**4.1 Independent Contractor.** Distributor is entering into this Agreement as an independent contractor and is not an agent, legal representative or partner of InTouch. Distributor is not authorized to assume or create any obligation on behalf of InTouch or to bind InTouch in any way. Distributor shall not state, represent or otherwise imply that its relationship to InTouch is as anything other than an independent contractor.

**4.2 Assignment.** Distributor shall not assign, sublicense or otherwise convey any rights or duties under this Agreement, without the prior written consent of InTouch. InTouch is relying on the continuing ownership and active participation of certain individuals in

the operations of Distributor. Distributor acknowledges the importance of such continuing ownership and personal involvement and, during the term of this Agreement, shall accurately and promptly provide and update information on the ownership, management and key personnel of Distributor. Any change in the ownership, management or key personnel of Distributor without the prior written consent of InTouch may be deemed, in its sole and absolute discretion, to be an assignment in contravention of this section and grounds for termination of this Agreement.

**4.3 Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration held only in Douglas County, Colorado in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except as follows:

- (1) The situs of arbitration shall be the City and County of Denver, Colorado;
- (2) There shall be three (3) arbitrators whose majority decision shall be final;
- (3) The proceedings shall be confidential and a condition to an arbitrator being appointed shall be the agreement by the arbitrator to maintain the confidentiality of the proceedings;
- (4) There shall be discovery as permitted by the Colorado Rules of Civil Procedure;
- (5) The arbitrators shall be bound to apply and follow the laws of the State of Colorado as they exist by statute, court decision and otherwise;
- (6) The arbitrators shall have the right to compel specific performance of this Agreement, in addition to and not in lieu of any other remedy that may be available, as it is agreed that a remedy at law for failure of a party to perform as required under this Agreement might be inadequate as the Company is a closely-held corporation; and
- (7) The arbitrators shall be empowered to award attorneys' fees, costs and expenses of arbitration to any party they deem, by majority decision, reasonable and appropriate.
- (8) Arbitration shall commence by the written demand of any party, served upon the other party as notice is required to be served under this Agreement. If a civil action is maintained in breach of this Section 14, the defending party shall be entitled to attorneys' fees and costs.

**4.4 Limitation of Damages.** The parties expressly agree on the following limitation of damages against InTouch in any arbitration award against InTouch or any judgment against InTouch in any other legal action permitted herein (which limitation shall not apply to damages against Distributor). Distributor agrees that the limitation of damages against InTouch (but not Distributor), as provided herein, represents a fair arms' length allocation of risk hereunder and is a material inducement to InTouch's entering into this Agreement.

(a) Damages against InTouch shall be limited to the net out of pocket monetary damages actually suffered by Distributor. In no event will InTouch be liable to Distributor for lost profits or revenues, indirect, incidental, special, exemplary, punitive or consequential damages, whether under tort, contract or other theories of recovery, any other type of damages (other than monetary damages actually suffered), even if InTouch has been advised of the possibility of any such damages or the underlying circumstances or events which result in such damages.

(b) Distributor shall have an affirmative duty to mitigate any damages actually or potentially suffered by Distributor as a result of any act or omission of InTouch, or for which InTouch would otherwise be liable hereunder. Any liability of InTouch for damages, as provided herein, shall be reduced, dollar for dollar, by the gross amount of all insurance proceeds and tax benefits which are received by or which accrue to Distributor in connection with such damages or the underlying circumstances or events which result in such damages.

**4.5 Attorneys' Fees.** The prevailing party in any arbitration, or in any other legal action permitted herein, shall be entitled to recover from the non-prevailing party all costs and expenses of the arbitration, enforcement of the arbitration award and any such other permitted legal action, including without limitation the fees of attorneys and other experts.

**4.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado except with regard to its choice of law rules.

**4.7 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the Products and supersedes any previous and contemporaneous agreements, representations and understandings of the parties, whether oral or written. This Agreement may not be modified except in writing signed by the parties hereto.

**4.8 Nonwaiver of Rights.** The failure of either party to enforce any of the provisions of this Agreement or any rights with respect thereto or the failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or elections nor shall it preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

**4.9 Invalid Provisions.** If any term or provision 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 impaired or invalidated.

**4.10 Notices.** All notices to be given or made under this Agreement shall be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed

communicated as of four (4) days from mailing or from signed receipt date, whichever is earliest. Notices shall be delivered to the parties as their addresses appear herein, but each party may change its address by written notice in accordance with this section.

**4.11 Binding Agreement.** This Agreement shall be binding and conclusive upon and inure to the benefit of the parties hereto and their respective successors, heirs, permitted assigns, executors, administrators and legal representatives.

**4.12 Authorized Signatory.** This Agreement is not valid until and unless executed by a duly authorized officer of InTouch and by Distributor, if an individual, or by a general partner of Distributor, if a partnership, or by a duly authorized officer of Distributor, if a corporation.

**4.13 Remedies; Waiver.** All remedies herein shall be cumulative and in addition to all other rights and remedies of the parties. The failure of either party to exercise any rights in respect of any breach or alleged breach of this Agreement by the other party shall not constitute a waiver of said breach or of any provision of this Agreement, and a failure to promptly exercise any right hereunder shall not be deemed as a waiver to exercise such right in the future.

**4.14 Counterparts.** This Agreement may be executed in counterparts and all such executed counterparts shall constitute one Agreement.

**4.15 Force Majeure.** Neither party hereto shall be deemed to be in default of any provision of this Agreement for any failure in performance resulting from acts or events beyond the reasonable control of such party without the existence of fault or negligence on its part. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes or other "force majeure" events beyond the parties' reasonable control; provided that the parties shall make all reasonable efforts to continue to meet their obligations during the duration of the force majeure condition; and provided, further, that the party declaring force majeure shall notify the other party promptly when the force majeure condition begins, the nature of the force majeure condition, and when such condition has terminated. The suspension of any obligations owing to force majeure shall neither cause the term of this Agreement to be extended, prevent the termination of this Agreement in accordance with its terms nor affect any rights accrued under this Agreement prior to the force majeure condition. If the force majeure condition continues beyond thirty (30) days, either party shall have the right to terminate this Agreement by giving the other three (3) days written notice of said termination effective immediately on delivery or as otherwise stated in the notice of termination.

**IN WITNESS WHEREOF**, this Agreement is entered into as of the date written below.

Distributor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

InTouch Technologies, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS

### • Published Price List

Distributor will be invoiced at current published prices in effect at the time of shipment. Unless otherwise specified by InTouch Technologies, the selling price is F.O.B Bolder, CO.

### • Regular Terms

Net 30 days after invoice.

### • Order Procedure

Orders can be E-mailed using InTouch Technologies preformatted and provided Excel format to: [intouch.customer.service@intouchtechnologies.net](mailto:intouch.customer.service@intouchtechnologies.net)

Orders can be made from the InTouch Technologies web site at: [www.intouchtechnologies.net](http://www.intouchtechnologies.net)

### • Freight Policy

InTouch Technologies pays the freight on orders of \$10,000 or more to one location within the continental U.S. Prepaid orders are sent via "best way" as deemed by InTouch Technologies.

### • Lead-Time

Standard order lead-time is 120 days from receipt of order at InTouch Technologies.

### • Back Orders

Partial or "out of stock" items will be backordered unless otherwise specified.

### • Deliver Issues / Loss or Damage

Please advise InTouch Technologies Sales Department at 720-344-0468 of any delivery complaints.

### • Lost or Damage Observed at Time of Delivery

Your receiving personnel must make a notation on the delivery receipt at the time of delivery of any observed shortage, loss, or damage. The delivery receipt is prime evidence with the carrier. When possible, take pictures of the damaged goods while inside the truck. If the freight is "prepaid", then contact the InTouch Technologies Sales Department. If there is visible damage, but no notation was made on the delivery receipt, you have fifteen (15) days from the delivery date to report the damage to the carrier. The carrier will want to come out and do an inspection of damaged freight in its original packaging. After fifteen (15) days, any damage becomes a "concealed damage" claim, which the carrier has partial liability.

### • Loss or Damage Not Observed as Time of Delivery (Concealed Damage)

If the freight is "prepaid", then contact the InTouch Technologies Sales Department. If the freight is "collect", then you must file a claim with the carrier.

## WARRANTY POLICY

### • Warranty Return Requirements:

All warranty returns must be receive prior authorization from InTouch Technologies Sales Department.

InTouch Technologies will reimburse the buyer for costs only of "accepted" returned units. All warranty units returned must be clearly marked as "WARRANTY" returns.

An InTouch Technologies Warranty Claim Form must be completely filled out and returned with the failed item. Failure to complete the claim form can delay the evaluation of your claim.

InTouch Technologies reserves the right to refuse, and return (freight collect), any warranty return that is not properly identified, packaged, or meets the following criteria:

1. Item not supplied or manufactured by InTouch Technologies.
2. Material is not available for inspection.
3. No defect found.
4. Out of warranty, based on date of sale to the customer.
5. Normal wear and tear.
6. Disassembled or incomplete items.
7. Physically damaged.
8. Electrically damaged.
9. Failure due to contamination or corrosion.
10. Unauthorized repair to the item.
11. Lack of proper care and maintenance.
12. Improper use or application of the item.
13. Consequential damage.

Credit will be issued, at current prices, for all accepted warranty returns.

### • Warranty Reimbursements

All approved warranty reimbursements funds will be distributed through wire transfer or check via regular mail. Any requests for overnight or other expedited delivery will be paid for by Distributor. Deductions from outstanding invoices are not acceptable.

## ADDRESSES

### Sales Office

InTouch Technologies Sales Department  
12168 N. Woody Creek Road, Ste. 100  
Parker, CO 80138  
Phone: 720-344-0468  
Fax: 801-681-5138

### Warranty Return Center

InTouch Technologies Customer Service  
12168 N. Woody Creek Road, Ste. 100  
Parker, CO 80138  
Phone: 720-344-0468  
Fax: 801-681-5138

## CONTACTS

### Name

### Telephone

### E-Mail Address

Bill Johnson	813-334-4878	<a href="mailto:bill.johnson@intouchtechnologies.net">bill.johnson@intouchtechnologies.net</a>
Rick Zehrer	334-546-5577	<a href="mailto:rick.zehrer@intouchtechnologies.net">rick.zehrer@intouchtechnologies.net</a>
Johnny Johnson	303-808-2283	<a href="mailto:johnny.johnson@intouchtechnologies.net">johnny.johnson@intouchtechnologies.net</a>
Clellan Pearce	303-841-6230	<a href="mailto:clellan.pearce@intouchtechnologies.net">clellan.pearce@intouchtechnologies.net</a>
Nancy Zehrer	334-224-7973	<a href="mailto:nancy.zehrer@intouchtechnologies.net">nancy.zehrer@intouchtechnologies.net</a>
Jeff Samson	303-444-4496	<a href="mailto:jeff.samson@intouchtechnologies.net">jeff.samson@intouchtechnologies.net</a>

## FOR ORDER STATUS

Customer Service 334-123-4567



## RETURN GOODS AUTHORIZATION FORM

Distributor Name: \_\_\_\_\_

Distributor Number: \_\_\_\_\_ Date: \_\_\_\_\_

Part # \_\_\_\_\_

Invoice # \_\_\_\_\_

Quantity \_\_\_\_\_

Unit Price \$ \_\_\_\_\_

Total Price \$ \_\_\_\_\_

<b>Reason for Return:</b>	<b>Freight:</b>	<b>Restock Charge</b>	<b>Repack Charge</b>
<input type="checkbox"/> Over Shipment	Collect	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Wrong # Ordered	Prepaid	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Wrong # Shipped	Collect	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Warranty	Prepaid	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other	Prepaid	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Return to:** InTouch Customer Service Department  
12168 N. Woody Creek Road, Ste. 100  
Parker, CO 80138