



## Authorized Dealer Agreement

This agreement is made in Norwood, MA as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between Atlantic Technology, having its principal place of business at 343 Vanderbilt Avenue, Norwood, MA 02062 (hereinafter called "Atlantic Technology" or "AT") and

\_\_\_\_\_  
Retailer / Custom Integrator (hereinafter known as "Dealer") Full Legal Name

\_\_\_\_\_  
D/B/A ( if different from Legal Name)

having it's principal place of business at :

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

Atlantic Technology markets various high quality product lines. ("The Products", "AT Products") Dealer desires to be appointed as an authorized Atlantic Technology customer for one or more of such product lines, and Atlantic Technology desires to so appoint Dealer, upon the terms and conditions hereinafter set forth. Based upon the foregoing and the mutual covenants and undertakings hereinafter set forth, Atlantic Technology and Dealer agree as follows:

### Agreement

#### 1. APPOINTMENT AND ACCEPTANCE

Dealer's appointment as an authorized Atlantic Technology dealer for The Products shall be non-exclusive. AT shall have the right, from time to time, at its sole discretion, to increase or decrease the number of authorized AT dealers and /or locations in the vicinity of Dealer's authorized location(s) or elsewhere, without advance notice to Dealer, or to otherwise market The Products as it sees fit.

#### 2. LOCATIONS AND TRANSSHIPPING RESTRICTIONS

The parties recognize that it is in their mutual best interests that The Products be sold through a qualified and effective dealer network, whereby all locations selling The Products meet the standards established by AT for its authorized dealers. The parties further recognize that if The Products are offered only through a limited number of locations, those dealers appointed by AT to sell The Products will be encouraged to offer the maximum amount of representation and services with respect to The Products, both prior and subsequent to the retail sale. Accordingly, Dealer agrees as follows:

A. AT shall designate which if any of the Products may be sold at any location. Dealer shall not sell or offer The Products for sale at any location other than those which AT has authorized. AT reserves the right, at its sole discretion, to refuse to authorize any location, change the list of locations, or to change the list of The Products which may be sold at any particular location.

B. Dealer shall not sell or otherwise transfer The Products to any other person or entity seeking to acquire same for purposes of further resale, without AT's advance written authorization, which may be denied or withdrawn by AT at any time, at its sole discretion.

#### 3. MAIL ORDER, TELEPHONE and INTERNET ORDER SALES

Dealer shall refrain from any mail order, telephone order sales, and Internet sales of The Products. Dealer shall sell The Products only to consumers visiting Dealer's authorized location(s).

#### 4. OPERATING REQUIREMENTS

A. Dealer shall use its best efforts to stimulate and increase interest in The Products, consistently shall encourage the purchase of The Products for Dealer's customers, and shall represent The Products fairly in comparison with competitive products from other suppliers at all times.

B. Dealer shall maintain a retail store or showroom at each authorized location, having an area adequate to display and demonstrate The Products.

C. Dealer's salespersons shall be thoroughly familiar with the specifications and features of AT Products. Dealer shall conduct any training of its sales personnel which may be necessary to impart such knowledge and shall cooperate fully in any Product education programs which AT may establish.

D. Dealer shall conduct its operations in a manner which will not reflect adversely upon the image, credibility or reputation of AT or AT Products.

E. Dealer shall refrain from engaging in "bait and switch" or any other unfair trade practices with respect to The Products, and shall make no false or misleading representations with respect to AT or The Products. Dealer shall make no representations with respect to AT Product specifications or features, except such as may be approved in writing or published by AT.

F. Dealer shall advise AT promptly if Dealer becomes aware of any changes, complaints or claims by customers or others regarding AT or The Products.

G. To the extent not otherwise required herein, Dealer shall comply with all applicable laws and regulations in performing its obligations hereunder and in any of its dealings with the Products.

#### 5. PRICES AND OTHER TERMS AND CONDITIONS OF SALE

A. Dealer acknowledges receipt of the current AT confidential Dealer Price Schedule(s) for each of the Applicable Product Lines (hereinafter called collectively "the Price Schedules"). The Price Schedules, any supplementary or replacement Price Schedules, and each of the prices and other terms and conditions of sale contained in all such Price Schedules shall be considered integral parts of this agreement. AT shall have the right to reduce or increase prices to Dealer at any time, upon issuance to Dealer of a new Price Schedule or upon otherwise so advising Dealer in writing. Any new prices shall be applicable to all orders shipped by AT after the effective date of same, as stated in the new Price Schedule or other notification. AT shall have the right at any time to modify or cease making available any or all of The Products, without advance notice to Dealer.

B. The prices set forth in the Price Schedules are exclusive of taxes. Dealer shall be responsible for the payment of taxes, if any, resulting from its purchase, resale or other dealings with The Product.

C. Except as otherwise expressly agreed by AT in writing, all transactions between AT and Dealer relating in any manner to this Agreement or The Products shall be governed entirely by the terms and conditions set forth in this Agreement, in the Price Schedules, on AT invoices and order acknowledgments, and in any Security Agreements as may be executed by the parties. AT HEREBY REGISTERS A CONTINUING OBJECTION TO ANY TERMS OR CONDITIONS CONTAINED IN DEALER'S PURCHASE ORDERS OR OTHER BUSINESS FORMS WHICH ARE DIFFERENT FROM OR IN ADDITION TO THE AFORESAID AT TERMS AND CONDITIONS. ABSENT AT'S EXPRESS WRITTEN ASSENT, NO SUCH DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER UNDER ANY CIRCUMSTANCES WITH RESPECT TO TRANSACTIONS BETWEEN AT AND DEALER, NOTWITHSTANDING ANY FAILURE BY AT TO COMMUNICATE FURTHER OBJECTIONS THERETO. In the event of a conflict between this Agreement and any of the above-referenced AT documents, the terms of this Agreement shall control.

#### 6. CREDIT AND FINANCIAL REQUIREMENTS

A. Dealer hereby represents and warrants to AT that Dealer is in good and substantial financial condition and is able to pay all bills when due. From time to time, if and when requested by AT, Dealer shall furnish AT with any financial statements or additional information as AT may deem necessary to determine Dealer's financial condition.

B. AT shall determine, at its sole discretion, whether to extend credit to Dealer and the amount of credit, if any, to be extended. AT shall have the right to change payment terms, credit limits, or any other financial requirements from time to time, at its sole discretion.

H. Each invoice shall be paid by Dealer in accordance with the payment terms established by AT. In the event of any payment delinquency, AT shall be entitled (in addition to any other remedies set forth in this Agreement, in any Security Agreement(s) executed by the parties or under applicable law to cancel or delay shipment of any open orders previously accepted and/or to stop any shipments in transit. Receipt of any check, draft or other commercial paper shall not constitute payment unless and until such instrument has been honored by the appropriate financial institution(s).

D. Dealer shall refrain from making deductions of any kind from any payments due to AT, unless a credit memorandum has been issued by AT to Dealer. No payment by Dealer to AT of any lesser amount than that due to AT shall be deemed to be other than a payment on account, and no endorsement or statement on any check or in any letter or other writing accompanying any check or other payment shall create an accord and satisfaction. AT may accept any partial payment without prejudice to its right to recover any remaining balance or to pursue any other remedy provided in this Agreement, in any Security Agreements(s) executed by the parties, or under applicable law.

E. INTEREST SHALL ACCRUE ON ANY DEALER PAYMENT DELINQUENCIES AT THE RATE OF ONE AND ONE-HALF (1 1/2%) PERCENT PER MONTH (EIGHTEEN (18%) PERCENT PER ANNUM) FROM THE DUE DATE OF INVOICE. However, the maximum rate of interest permitted by applicable law or regulations is less than that provided for herein, the interest then shall be reduced to the maximum allowable rate.

F. If a judgment in AT's favor is entered in any litigation instituted by AT against Dealer to collect delinquent amounts, AT shall be entitled to an award of reasonable attorneys' fees and costs as part of such judgement.

#### 7. ORDERS AND SHIPMENTS

A. Each of Dealer's orders is subject to AT's acceptance. In addition to any specific rights of rejection set forth in this Agreement, AT shall have the right, for any reason whatsoever, to reject any order, in whole or in part.

B. AT shall endeavor to ship accepted orders within a reasonable time. HOWEVER, AT SHALL NOT BE LIABLE TO DEALER FOR OR ANY ERROR IN THE FILLING OF ORDERS, REGARDLESS OF THE CAUSE THEREFORE.

C. In the event of Product shortages, AT shall have the right to allocate the available supply among its customers on a case by case basis in a manner deemed equitable by AT under the particular circumstances.

D. AT shall have the right to make partial shipments with respect to Dealer's orders, which shipments shall be invoiced separately and paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not relieve Dealer from its obligation to accept any remaining installments.

E. Regardless of the party paying freight charges, all risk of loss of or damage to the Products in transit shall be borne by Dealer, commencing with the placement of the Products in the custody of a carrier or shipping agent at AT loading dock. AT shall provide reasonable assistance to Dealer in making claims with carriers in the event of such loss or damage.

F. AT shall have the right, at its option, to cancel any back orders (even if they have been accepted previously by acknowledgment, partial shipment or otherwise), provided the same have been outstanding for a minimum of thirty (30) days. Any resubmitted orders shall be subject to AT's then current pricing.

#### 8. EXCLUSION OF WARRANTIES AND DAMAGES FOR DEFECT

A. AT affords an express warranty to end users with respect to The Products, but makes no express warranties to Dealer. Any and all implied warranties with respect to Products or parts sold by AT to Dealer, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, hereby are excluded.

B. Unless otherwise provided by applicable law, AT's liability, if any, to Dealer for any allegedly defective Product or part shall be limited to repair or replacement of The Product or part, at AT's option, AND THE LIABILITY OF AT, IF ANY, FOR DAMAGES RELATING TO DEFECTIVE PRODUCTS OR PARTS SHALL NOT EXCEED DEALER'S PURCHASE PRICE FOR THE PRODUCT OR PARTS IN QUESTION.

#### 9. TRADEMARKS AND TRADENAMES

A. Dealer acknowledges the exclusive ownership by AT or AT's parent, subsidiaries or affiliates of all trademarks utilized worldwide in connection with AT Products (hereinafter called collectively "AT trademarks"). Dealer does not now have and shall not acquire by virtue of this Agreement, any rights in or to AT trademarks. As used herein, the term "AT trademarks" shall include all marks, names, slogans, labels, logos and designs used by AT, regardless of whether such items are registered by AT.

B. Dealer shall refrain from affixing any additional trademarks to AT Products or otherwise utilizing AT trademarks in combination with any other trademark(s). Dealer further shall refrain from affixing any AT trademark to products other than the appropriate AT Products.

#### 10. PRODUCT RETURNS

A. Products exhibiting defects upon receipt by Dealer may be returned by Dealer to AT for credit or replacement in accordance with AT's return policy for defective products in effect from time to time.

B. No non-defective Products may be returned to AT by Dealer for credit for replacement because of Dealer's desire to adjust its stock of the Products, unless Dealer obtained advance written authorization from AT. Any such returns shall be subject to AT's then current return authorization/stock adjustment procedures.

C. In the event that AT repurchases any of the Products from Dealer or otherwise credits Dealer's account for the purchase price of any of the Products, Dealer's purchases from AT shall be deemed reduced by the amount of the repurchase or credit, for all purposes relevant to this Agreement.

11. TERMINATION MATTERS

A. This Agreement is for an indefinite term and may be terminated by either party, at will, with or without cause. If the termination is without cause, thirty (30) days advance written notice must be provided by the terminating party to the other party. EACH PARTY ACKNOWLEDGES THAT SUCH PERIOD IS ADEQUATE TO ALLOW IT TO TAKE ALL ACTIONS REQUIRED TO ADJUST ITS BUSINESS OPERATIONS IN ANTICIPATION OF TERMINATION. If the termination is for cause, such notice may be provided at the option of the terminating party, but shall not be required. "Cause" for purposes of this paragraph shall include, but not necessarily be limited to the following:

(i) Cause shall exist for termination by either party if the other party:

(a) breaches any provisions of this Agreement

(b) attempts to assign this Agreement, except under circumstances permitted hereunder, liquidates or terminates its business, is adjudicated a bankrupt, makes an assignment for the benefit of creditors, invokes the provisions of any law for the relief of debtors, or files or has filed against it any similar proceeding.

(ii) In the case of termination by AT, cause additionally shall exist in the event of the withdrawal of any present principal from Dealer's business, the addition of any new principal, the sale or other transfer of all or any part of Dealer's business, or of any authorized location, or any other change in the management or control of Dealer's business.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR COMPENSATION, REIMBURSEMENT FOR INVESTMENTS OR EXPENSES, LOST PROFITS OR GOODWILL, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR DAMAGES OF ANY OTHER KIND OR CHARACTER BECAUSE OF THE EXERCISE OF ITS TERMINATION RIGHTS HEREUNDER.

C. Upon any termination of this Agreement, AT, at its option, shall have the right to repurchase from Dealer any or all AT Products then in Dealer's inventory, but shall not be obligated to do so. If AT wishes to consider the exercise of such option, it shall, within ten (10) days following the effective date of termination, request Dealer to provide a list of AT Products on hand. Dealer shall provide such list within ten (10) days thereafter. Within ten (10) days after receipt of such list, if AT elects to exercise its option, it shall identify for Dealer those Products selected for repurchase. In such event, Dealer, at its expense shall cause such Products to be delivered to any of AT's regional warehouses in the United States. AT shall have the right to inspect all returned merchandise before establishing final disposition. Upon inspection, AT shall be entitled to reject and return to Dealer, freight collect, any Products which in AT's sole judgment, are in unacceptable condition. Dealer shall be credited for any accepted Products at the net invoice prices at which such Products were purchased originally by Dealer, less any allowances which AT may have granted Dealer on account of such Products, and less the costs of any necessary repair, refurbishing or repackaging.

12. ASSIGNMENT AND NOTICE OF SALE

Dealer may not assign, transfer or sell all or any of its rights under this Agreement (or delegate all or any of its obligations hereunder) without the advance written consent of AT. If a sale or other transfer of the business conducted by Dealer is contemplated (whether by transfer of stock, assets or otherwise), Dealer shall notify AT in writing not less than thirty (30) days prior to effecting such transfer, but such notice shall not obligate AT to appoint the transferee as an authorized AT Dealer for The Products or otherwise to deal with the transferee.

13. RELATIONSHIP OF THE PARTIES

The relationship between AT and Dealer is that of buyer and seller only. Nothing stated in this Agreement shall be construed as creating the relationships of employer and employee, franchiser and franchisee, master and servant, principal and agent, partnership or joint venture between the parties. Dealer shall be deemed an independent contractor at all times, and shall have no express or implied right or authority to assume or create any obligation on behalf of AT.

14. WAIVER

The waiver by either party of any of its rights or any breaches of the other party under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other.

15. NOTICES

All notices and demands of any kind which either AT or Dealer may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by courier or by mail at the addresses set forth herein or such other addresses as may be designated hereafter by the parties in writing. If by courier, service shall be deemed complete upon delivery. If by mail, service shall be deemed complete upon mailing.

17. SEVERABILITY

In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder shall be held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated in any matter.

18. ENTIRE AGREEMENT

This Agreement, together with any other documents incorporated herein by reference, constitutes the entire Agreement between the parties hereto pertaining in any manner to the subject matter hereof, and contains all of the covenants and undertakings between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no written or oral representations, inducements or promises have been made, which are not embodied herein. IT IS THE DESIRE AND INTENTION OF THE PARTIES THAT THE EXPRESS PROVISIONS OF THIS AGREEMENT NOT BE SUBJECT TO VARIATION BY THE IMPLIED COVENANTS OF ANY KIND. Except as otherwise provided herein, any and all prior or contemporaneous written or oral agreements between the parties pertaining in any manner to the subject matter of this Agreement expressly are superseded and canceled by this Agreement. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed to supersede or otherwise impair in any manner, any Security Agreement(s) as may have been heretofore executed by the parties. Except as otherwise provided in this Agreement, this Agreement may not be modified, supplemented or amended, except by an instrument executed by both parties. This Agreement has been executed in multiple counterparts, each of which shall be deemed enforceable without production of the others.

19. EXECUTION OF AGREEMENT AND APPLICABLE LAW.

This Agreement shall become effective only if first executed by Dealer within or outside the State of Massachusetts and subsequently executed by AT in the State of Massachusetts and shall be governed and construed in all respects in accordance with the laws of the State of Massachusetts.

20. FORUM SELECTION AND CONSENT TO JURISDICTION

ANY LITIGATION INSTITUTED BY DEALER AGAINST AT PERTAINING TO ANY BREACH OR TERMINATION OF THIS AGREEMENT OR OTHERWISE PERTAINING IN ANY MANNER TO THIS AGREEMENT OR ANY OTHER ASPECT OF THE PARTIES' BUSINESS RELATIONSHIP MUST BE FILED BY DEALER BEFORE A COURT OF COMPETENT JURISDICTION IN THE STATE OF MASSACHUSETTS. DEALER HEREBY CONSENTS IRREVOCABLY TO THE JURISDICTION OF THE MASSACHUSETTS COURTS OVER ITS PERSON IN THE EVENT THAT AT ELECTS TO INSTITUTE ANY SUCH LITIGATION AGAINST DEALER IN MASSACHUSETTS. IN SUCH EVENT, SERVICE OF PROCESS MAY BE MADE UPON DEALER AS PROVIDED BY MASSACHUSETTS LAW, OR SHALL BE CONSIDERED EFFECTIVE IF SENT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year herein above written.

**DEALER**

**MANUFACTURERS REPRESENTATIVE**

\_\_\_\_\_  
Dealer's Full Legal Name

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

\_\_\_\_\_  
D/B/A (If different from Legal Name)

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

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

**ATLANTIC TECHNOLOGY**

Title: \_\_\_\_\_  
(Corporate Officer (Indicate Office), Partner, Proprietor)

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

Attesting Witness: \_\_\_\_\_

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



AMENDMENT TO AUTHORIZED DEALER AGREEMENT
RE: MINIMUM ADVERTISED PRICE POLICY

Reference is hereby made to an Authorized Dealer Agreement by and between: Atlantic Technology ("Atlantic"), and

Retailer / Custom Integrator ("Dealer")

Atlantic and Dealer share a mutual interest in maintaining the positive image of Atlantic's products and brands, and the parties each recognize the need to protect and enhance Atlantic's intellectual property rights.

Purpose: The purpose of this MAP policy is to maintain the value of Atlantic Technology's owned or licensed trademarks, brands, and trade names, and its copyrighted works.

Minimum Advertised Pricing: Atlantic hereby advises Dealer (and shall so advise each of its dealers, distributors, and retailers), that advertising Atlantic Technology products at a price below the suggested retail price as listed or published by Atlantic ("the MSRP") may lead to certain consequences, including discontinuation of Atlantic's business relationship with such dealer, distributor, or retailer.

Advertising and offers for sale of all types are covered by this MAP policy, including, without limitation: print ads in newspapers, periodicals and other print media, radio ads, TV ads, direct mailers, catalogues, and any price listing accessible to consumers directly via the World Wide Web.

Limitations of Policy: This policy relates to advertised prices. Without limiting any of the foregoing, no part of this policy is intended to affect resale prices or to require any dealer, distributor, or retailer to resell products at the MSRP.

A dealer, distributor, or retailer who chooses not to list a price may state that the prices of the products are "the MSRP price" or may advise customers to "call for price," or otherwise invite consumers to inquire as to the price at which the products are offered.

Changes in MSRP and Products: All products listed on the most recently published Atlantic Technology Price List are subject to this MAP policy. Atlantic may at any time, in its sole discretion, revise the list of products subject to this policy, and will provide notice of such revision to its distributors, and to its customers who are direct dealers/re-sellers within a reasonable time.

Price Reductions, Inventory Reductions, and Clearance: Atlantic may exempt certain designated products from this policy for the purpose of inventory reduction and model closeouts.

Discretion of Atlantic: Atlantic Technology will implement and enforce this MAP policy unilaterally. Dealers are expressly prohibited from forwarding to Atlantic any information concerning alleged MAP violations by other dealers.

Miscellaneous: Except as amended herein, the Authorized Dealer Agreement between the parties shall remain in full force and effect, in accordance with its original terms.

Dealers, distributors, and others with questions regarding this policy should contact Atlantic at 781-762-6300.

Executed and effective as of \_\_\_\_\_,

ATLANTIC TECHNOLOGY

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

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

DEALER: \_\_\_\_\_

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

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