

This Agreement is entered into this _____ day of _____, 20____, by and between Company "Company" and _____ ("Dealer").

RECITALS

A. Company manufactures and sells dental equipment and products ("Company products").

B. Company wishes to sell its products to authorized Company dealers who demonstrate to Company's satisfaction the capacity to sell Company's products in a professional manner that will preserve and enhance the valuable reputation and goodwill associated with Company products.

C. Dealer wishes to serve as a Company dealer authorized to sell Company products.

AGREEMENT

In consideration of the mutual promises below, the parties agree as follows:

1. DEALER APPOINTMENT

Company appoints Dealer as a nonexclusive authorized dealer for sale of Company products in the United States and Canada, and Dealer accepts such appointment subject to the terms and conditions set forth herein.

2. DEALER SALES OBLIGATIONS

2.1 Dealer agrees to use its best efforts to sell Company products and to encourage the purchase of Company products by Dealer's customers to the best of the Dealer's ability.

2.2 Dealer may sell Company products to any purchaser so long as the purchaser's principal place of business (a) is within the United States or Canada; (b) is within the geographic territory where Dealer's sales force makes regular face-to-face calls and Dealer's service staff performs regular service; and (c) is sufficiently near Dealer's showroom so that the purchaser has reasonable access, as determined by Company. Dealer shall not, without the prior written approval of Company, sell Company products to any purchaser whose principal place of business is outside this geographic territory.

2.3 Mail order sales of Company products are expressly prohibited, whether directly by Dealer or indirectly through any seller which controls or is controlled by Dealer.

2.4 Dealer shall not sell to any purchaser for resale. If Dealer becomes aware of a resale by one of its purchasers, it shall immediately notify Company's

director of marketing in writing and provide the name and address of the purchaser involved.

2.5 Notwithstanding Paragraphs 2.2 and 2.3, Dealer may transship Company products to another authorized Company dealer. Dealer shall not, however, ship Company products from an authorized dealer location to an unauthorized dealer location and shall not order Company products from Company for delivery to any address other than one of Dealer's authorized locations or another authorized purchaser location within the territory described in Paragraph 2.2. In the event Dealer places such an order, Company may, at its option, refuse to deliver the products.

2.6 Dealer agrees to employ and maintain its own full-time knowledgeable sales force of a size reasonable to Dealer's sales volume that regularly makes face-to-face sales calls and presentations to purchasers within Dealer's geographic territory. Dealer's sales staff will possess and maintain knowledge and expertise concerning Company products and their specifications, features, and benefits, which knowledge and expertise shall be reasonably satisfactory to Company. Dealer agrees to perform its obligations under this paragraph only through Dealer's own employees, and not through independent contractors.

2.7 Dealer agrees to make available to Company sales representatives reasonable time during dealer sales meeting programs for Company representatives to present to Dealer's sales personnel information on Company's products. Dealer agrees to conduct such sales meetings at least once every six months.

2.8 Dealer agrees to maintain at each authorized location a showroom for which it shall purchase and in which it shall display, all according to Company's flooring program, at least one complete set of Company products, and additionally such newly introduced products as Company shall reasonably designate. Company may make reasonable changes in Company's flooring and display programs from time to time.

2.9 Dealer shall maintain records of all sales of Company products, which records shall include the name and address of the purchaser, the date of purchase, date of installation, and the model and serial numbers of the products sold. Dealer agrees to furnish during normal working hours such information upon Company's request at no charge. Dealer further agrees that it will not remove, deface, or otherwise obliterate any serial number placed upon products by Company.

2.10 Dealer is free to determine the price at which it sells Company products. In the event any representative of Company, or any person purporting to act on Company's behalf, suggests to Dealer that it is

required to sell Company products at any particular price, Dealer shall immediately report this in writing to Company's director of marketing and provide the name of the person involved.

2.11 Dealer agrees to prominently display Company product literature, which shall be provided to Dealer in reasonable quantities at no charge to Dealer.

3. DEALER SERVICE OBLIGATIONS

3.1 Dealer agrees to provide customer services reasonably satisfactory to Company, including initial assembly of products, installation and instruction in the use of new products, and post-sales service.

3.2 Dealer agrees to employ and maintain its own exclusive full-time knowledgeable service force of a size reasonable to Dealer's sales volume which is technically trained to properly install and service Company products purchased by Dealer's customers within the territory described in Paragraph 2.2. Dealer shall perform its obligations under this paragraph only through Dealer's own employees, and not through independent contractors.

3.3 Dealer agrees to make its service personnel available to receive such service training as Company shall reasonably require.

3.4 Dealer agrees not to permit any Company products to be installed, serviced, or maintained on its behalf by any person who has been determined by Company to be unqualified to perform such work.

3.5 Dealer shall maintain an inventory of service parts of a size reasonable to Dealer's sales volume which will permit Dealer to service Company products.

4. MULTIPLE LOCATION DEALERSHIPS

4.1 In the event Dealer makes sales of Company products through more than one outlet, each outlet shall comply with the obligations imposed upon Dealer by this Agreement.

4.2 In the event Dealer maintains branches, divisions, subsidiaries, related companies, or dealerships that are not authorized to sell Company products, Dealer shall not transfer Company products to any such unauthorized entity or location.

4.3 Addresses of all outlets currently operated by Dealer that are subject to the appointment contained in Paragraph 1 of this Agreement are listed on Exhibit A attach. Additional outlets shall be authorized to sell Company products only with the prior written approval of Company's director of marketing.

5. COMPANY OBLIGATIONS

5.1 Company agrees to sell products to Dealer pursuant to orders Company receives from Dealer in accordance with terms of this Agreement.

5.2 Company agrees to furnish to Dealer without charge reasonable quantities of price lists, sales catalogs, drawing templates, installation instructions, service manuals, and other materials Company deems appropriate to support Dealer in Dealer's sales and service efforts.

5.3 Company shall accept for return or exchange according to its Standard Terms and Conditions of Sale, still current products it has sold to Dealer, but only if Company determines, in its sole discretion, that the products are in the same condition as they were at the time of the original sale.

6. TERMS AND CONDITIONS OF SALE

All sales are made in accordance with Company's Standard Terms and Conditions of Sale, which Company may change from time to time, and which are incorporated herein by reference. All prices are F.O.B. place of shipment.

7. MINIMUM PURCHASE REQUIREMENT

Dealer agrees to diligently market Company products. Total annual sales of Company products divided by the number of Dealer's authorized locations shall be not less than \$20,000 wholesale prices. Annual sales will be measured on a calendar year basis. The partial year in which this Agreement is signed will be prorated commencing with the effective date of this Agreement.

8. NONEXCLUSIVE APPOINTMENT; COMPANY SALES

8.1 Dealer's appointment shall be nonexclusive, and does not constitute a grant of any specific geographic territory. Company reserves the right to increase or decrease the number of authorized Company dealers in the vicinity of Dealer's outlet or outlets for any reason and without prior notice to Dealer.

8.2 Dealer acknowledges that Company sells its products directly to the military agencies of the federal government of both the United States and Canada. Company reserves the unrestricted right to sell its products to the purchasers listed in this paragraph.

9. TRADEMARK PROTECTION

Dealer acknowledges that the trademark "Company" and design marks used by Company are the sole property of Company. Dealer shall not use Company's trademark except in the normal course of advertising or selling Company's products and except in a manner

approved by Company. Upon termination of this Agreement, Dealer shall cease completely the use of Company's trademarks.

10. WARRANTY, DISCLAIMER, AND WARRANTY SERVICE

10.1 All Company products are warranted to Company's authorized dealers in accordance with Company's standard written warranty.

10.2 THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.

11. LIMITATION OF REMEDIES AND LIABILITY

COMPANY SHALL NOT BE LIABLE TO DEALER OR ANY PERSON FOR COMPANY'S FAILURE TO FILL ANY ORDERS, FOR ERROR IN FILLING ORDERS, OR FOR ANY DELAY IN DELIVERY. COMPANY'S LIABILITY TO DEALER FOR DEFECTIVE PRODUCTS IS LIMITED TO COMPANY'S OBLIGATIONS UNDER ITS STANDARD WRITTEN WARRANTY. IN NO EVENT SHALL COMPANY BE LIABLE FOR COST OF PROCUREMENT, SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED.

12. TERMINATION

12.1 Either party may terminate this Agreement for cause: (a) upon any breach of this Agreement or any breach of the obligations imposed by the terms and conditions of sale if the breach is not cured within ten (10) days' written notice or; (b) upon either party's insolvency, bankruptcy, suspension of business, assignment of assets for the benefit of creditors, voluntary dissolution, or appointment of a trustee for all or a substantial portion of the party's assets.

12.2 Either party may terminate this Agreement without cause upon 90 days' written notice to the other party.

12.3 Upon termination, the rights and obligations of the parties under this Agreement shall end, and neither party shall have any claim against the other; provided, however, that the following obligations shall survive termination of the Agreement: (a) Dealer's payment obligations specified in Company's Standard Terms and Conditions of Sale; (b) Dealer's trademark protection obligations specified in Paragraph 9; (c) Company's warranty obligations specified in Paragraph 10; and (d) Dealer's indemnity obligations specified in Paragraph 13.5.

13. GENERAL PROVISIONS

13.1 **Nonassignment.** Dealer will not assign, transfer, or sell its rights under this Agreement, or delegate its duties hereunder, without the prior written consent of Company.

13.2 **Independent Dealer.** Dealer is an independent business and neither has nor will have any power, right, or authority, nor will Dealer represent that Dealer has any power, right, or authority, to bind Company or to assume or to create any obligation or responsibility, express or implied, on behalf of Company. Nothing stated in this Agreement shall be construed as constituting Dealer and Company as partners or as creating relationships of employer and employee, master and servant, or principal and agent between the parties hereto.

13.3 **MODIFICATION.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, NO MODIFICATION OR WAIVER OF ANY OF THE PROVISIONS, OR ANY FUTURE REPRESENTATION, PROMISE, OR ADDITION SHALL BE BINDING UPON THE PARTIES UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.

13.4 **Waiver.** Company may waive any obligation Dealer has under this Agreement, but such a waiver will not affect Company's right to require strict compliance with the Agreement in the future.

13.5 **Indemnification.** Dealer will indemnify and hold Company, its officers, directors, agents, and employees harmless from any claims, demands, loss, damage, liability, or expense, including attorneys' fees at trial, on appeal, and on any petition for review, arising out of the acts or omissions of Dealer, its agents or employees.

13.6 **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13.7 **Disputes.** The rights of the parties under this Agreement shall be governed by the laws of the State of Colorado. Any litigation between the parties shall be commenced and prosecuted in the state or federal courts of Colorado, and Dealer consents to the exercise of personal jurisdiction over it by the state and federal courts of Colorado.

13.8 **Notices.** Any notice or report shall be deemed given if delivered personally or sent by first-class mail, postage prepaid, addressed to the other party at the address set forth in this Agreement or at such other address as designated by the party by written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

On this _____ day of _____, 20____, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me and acknowledged that the foregoing is his (her) true and voluntary act.

Company _____

By _____

Title _____

Address _____

Dealer _____

Notary Public for _____

By _____

Title _____

Address _____

(If Dealer is a Corporation, execute the following.)

STATE OF

ss.

County of

On this _____ day of _____, 20____, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me to be the person who executed the within instrument as _____ or on behalf of the corporation therein named, and acknowledged to me that the Corporation executed it.

Notary Public for _____

(If Dealer is an individual, execute the following.)

STATE OF

ss.

County of