



MIDIAN DEALER APPLICATION

Company Name: _____ Primary Contact: _____

Phone: _____ Fax: _____ Mobile: _____

E-Mail: _____ Website: _____

Shipping: _____ Billing: _____

City: _____ State: _____ City: _____ State: _____

Postal Code: _____ Country: _____ Postal Code: _____ Country: _____

Which Radio Manufacturer(s) is your company an AUTHORIZED dealer for?

☐ Barrett ☐ Codan ☐ Datron ☐ EF Johnson ☐ Harris ☐ Hytera ☐ Icom ☐ Kenwood ☐ Kirisun ☐ Maxon
☐ Midland ☐ Motorola ☐ Q-Mac ☐ Relm ☐ Raxon ☐ Simoco ☐ Tait ☐ Tekk ☐ Teltronic ☐ Vertex

Which Midian product(s) is your company interested in promoting?

☐ Voice Security ☐ ANI Systems ☐ Tone Remote ☐ Local Remote ☐ Tone Encoders & Decoders
☐ Radio-Telephone Interconnects ☐ Paging Encoders & Terminals ☐ Remote Monitoring & Control ☐ Interoperability

Which markets does your company service?

Business: ☐ Taxi ☐ Fishing ☐ Towing ☐ Transportation Other: _____

Industrial: ☐ Chemical ☐ Utility ☐ Mining Other: _____

Government: ☐ Local ☐ State ☐ Federal Other: _____

Would you like to receive periodic e-mail updates about Midian's products to the e-mail address above? ☐ Yes ☐ No

Would you like to receive Midian's logo for use in your marketing efforts? ☐ Yes ☐ No

Please select which logo(s) you would like to receive? ☐ 300 DPI (Print Marketing) ☐ 72 DPI (Online Marketing)

By signing below the above company agrees to Midian's terms and conditions attached to this application. This application is to become an authorized dealer for Midian Electronics, Inc. Acceptance by Midian does not grant Net terms to the dealer. For Net terms, Midian's Net 30 credit application must be completed by the dealer and submitted to Midian for approval. Please print the completed form and sign. Once signed please scan and e-mail the form to sales@midians.com or by fax to 520-884-0422.

DEALER:

Name: _____ Title: _____

Signature: _____ Date: _____

MIDIAN:

Name: _____ Assigned Dealer/Customer #: _____

Signature: _____ Date: _____

Midian's Terms & Conditions

Parts Count:

Parts count should be verified at time of receipt and shortage claims must be made within 10 days. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

Pricing Policy:

Prices are FOB Factory Tucson, Arizona, USA. All orders will be invoiced at the prices in effect at the time of order acknowledgement. If prices decrease after acknowledgement but before shipment, the lower price will be invoiced. If the price increases after acknowledgement, but before shipment, the original lower price will be invoiced. All prices published in Midian's price lists are subject to change without notice. Prices for custom software, special system needs and quantity orders will be confirmed by written quote from Midian.

Verbal orders are valid only at the quantity and prices stated on the most current price list at the time the order is received. Special prices are valid only when provided to the customer in writing by Midian. Written quotes are valid for 60 days from the date they are issued unless otherwise specified in the quote. All changes to previously submitted orders are subject to a minimum processing charge. Depending on the order's progression at the time of change, this charge may vary. Orders which are cancelled after acknowledgement by Midian but before shipment are subject to a 15% order cancellation charge.

Unless agreed to in writing, title to the products shall remain with Midian until all payments due have been received. Any drawings, data, designs, software or other proprietary information supplied by Midian to the Purchaser in connection with the sale of the products shall remain Midian's property and be held in confidence by the Purchaser. Such information shall not be reproduced or disclosed to others without Midian's prior written consent.

International Orders:

Orders from international customers will be accepted only when prepaid by wire transfer, Visa, MasterCard, American Express or Discover. An irrevocable letter of credit confirmed and accepted by a major US bank may be arranged. Contact Midian for details on LC's. All international orders will be shipped FOB Factory, Tucson, Arizona, USA. All charges for freight, insurance, customs clearance, certificate of origin, foreign invoices, and other paperwork or duties that may be required, will be paid by the Purchaser. Please contact Midian for further instructions on all payment options.

Delivery & Shipment:

Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance by Midian and receipt of all required information, instructions, prepayments, etc.

Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, FOB Factory, Tucson, Arizona, USA, whereupon all risk of loss, damage, etc shall pass to the Purchaser. Midian is not responsible for damage to or loss of products after delivery to the carrier. Freight damage claims should be filed directly with the delivery carrier within 7 days of receipt of order. For domestic shipments UPS or FedEx will be used whenever possible. Freight charges will be prepaid and added to the invoice. Shipment via the US Post Office is available. Midian is not responsible for loss or damage when using the US Post Office. When shipping via the US Post Office, Midian will assess an extra handling charge.

Promised shipping dates given on quotations, acknowledgment of orders, or in any other manner are made in good faith and are approximate. Midian shall not be liable for delay in performance or delivery due to causes beyond its reasonable control, including but not limited to acts of God, acts of Buyer, strikes, acts or omissions of Government, acts or neglect of subcontractors or suppliers of Midian, delays or shortages in transportation, or inability to obtain sufficient labor, materials, fuel or manufacturing facilities. Delivery shall be extended during continuance of such conditions and for a reasonable time thereafter. Partial shipments may be made with the approval of the Purchaser. Availability of all products is subject to confirmation by Midian.

Support:

Prices quoted by Midian include technical support by phone, fax and e-mail. When support/training is requested at the customer's site, the customer will be responsible for all expenses and per diem as shown under Services in Midian's price lists. If the customer requests training at Midian's factory, the customer will be responsible for their expenses and will be charged as listed under Services in Midian's price lists.

Payment Terms:

Payment terms are via Visa, MasterCard, American Express, Discover, wire transfer or COD (Cashiers Check or Money Order). Net 30 or COD Company Check terms are available upon completion of the proper application and approval of application by Midian.

Interest charges at the rate of 2% per month compounded monthly (24% per year) will be added to all past due accounts (accounts over 30 days from the invoice date). In the event of default of payment, the invoice and account are referred to an attorney or collection agency, Purchaser herewith agrees to pay all court costs, collection fees and commissions plus all attorney fees incurred by Midian. Late accounts or consistently late accounts will be reverted back to Prepaid status or Permanent Prepaid status at Midian's discretion. Accounts of 90 days due from the invoice date will revert back to a Permanent Prepaid status and will be sent to collections.

All NSF checks are subject to a \$25.00 handling charge.

Return Policy:

Returns for any reason other than repair must be authorized by Midian, must have a returned materials authorization (RMA) number prior to return, and are subject to a restocking charge. All RMA's are valid for 15 business days. If the RMA expires the product becomes non-returnable. NOTE: No returns, refunds or exchanges will be authorized after 30 days from the invoice date. No returns on special or modified products.

Warranty & Repair:

Midian warrants its products to be free from defects in material and workmanship for 3 years from the date of shipment. Specially configured or customized products carry a 1 year warranty on parts and labor. If such malfunction occurs, it will be repaired or replaced at Midian's discretion without charge for materials or labor if returned to the factory. This warranty does not apply to any parts damaged due to improper use - including accident, neglect, unreasonable use, physical abuse, and improper installation - or to unauthorized alterations or modifications to the equipment. It does not extend to damage incurred by natural causes such as flood, lightning, fire, etc, nor to damage caused by environmental extremes such as power surges, transients, etc. Keypads on Midian products and keypad options are warranted for 1 year. Midian's warranty does not extend to batteries, fuses, lights and mic cables nor does it cover products not originally manufactured by Midian such as printers, computers, radios, etc.

Equipment for repair may be returned to the factory without an RMA. Instead Midian's repair form should be requested, completed and included with the product(s) for repair. Repair by other than Midian will void this guarantee. In-warranty product must be shipped, freight prepaid, to Midian. Midian will return (US only), freight prepaid via FedEx Ground, the repaired or replaced product to the Purchaser. Freight for international repairs is to be paid for by the purchaser. Out-of-warranty repairs are billed at a rate of \$65.00 per hour, plus replacement parts and return shipping.

This warranty applies to the original Purchaser of the product only. Midian is not liable under this warranty, or any implied warranty, for loss of use, loss of profits or revenues, loss of time, damages to equipment as a result of using Midian's products, or for indirect, special, incidental or consequential damages of any kind sustained from any cause experienced by the Purchaser/User. Some states do not permit the exclusion or limitation of implied warranties or consequential damages. This warranty provides special legal rights and the Purchaser may have other rights which may vary from state to state. Midian will not be liable for any breach of warranty or other claim in an amount exceeding the purchase price of the specific Midian product purchased by customer.

Midian makes no warranty other than the one set forth above. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS. No guarantee is made with respect to the products as to system performance unless such a guarantee has been set forth in a separate contract document signed by Midian.

Specifications:

All specifications published by Midian are subject to change without notice. Midian does not guarantee that all products are available on an off the shelf basis.

Trademarks:

G-Star is a trademark of Harris Corp. MDC-600, MDC-1200 and Professional Series are registered trademarks of Motorola C & E. LTR is a registered trademark of EF Johnson. FleetSync is a trademark of Kenwood.