



RESCUE EQUIPMENT

RescueTECH Reseller Agreement

Southeastern Safety Products, Inc. d/b/a Rescue Technology ("RescueTECH") is committed to maintaining its position as a recognized Manufacturer and Distributor of Technical Rescue and Training Equipment. We select resellers and instructors who share our business philosophy, and whom will provide service to uphold the RescueTECH's brand image and reputation.

This agreement is entered into effect ____/____/____ by RescueTECH and

_____ (Reseller), whose address is

TERMS

1. RescueTECH reseller terms are individually approved. Payment methods may be Net 30, Prepay, Check, ACH, Wire Transfer, charge card, or other such RescueTECH acceptable payment term. NET 30 days terms pending approval of the credit application.
2. If Net 30 terms are assigned to the reseller: Payment in full is required 30 days from the invoice date, unless otherwise agreed upon by RescueTECH.
3. Chargebacks shall not be accepted by RescueTECH unless agreed to, in writing, between RescueTECH and the reseller.
4. Late payments are subject to a finance charge of 1.5% per month (18% annually).
5. NSF checks will be charged a \$30 returned check fee. Accounts with NSF checks may have their terms changed at any time.

METHODS OF PAYMENT

1. Orders receiving terms must be paid by check, money order, or wire transfer.
2. All other orders must be paid prior to shipment. For Domestic Resellers, RescueTECH accepts credit card (Visa, MasterCard, Discover), wire transfer, check, Venmo, and money orders. International Resellers payment methods are Wire Transfer unless otherwise stated by RescueTECH.
3. Credit cards used to pay for orders may incur a 3% fee. Wire Transfer Payments will incur a \$25.00 fee

ORDERING

1. To ensure accuracy, resellers are encouraged to place via email, fax, or mail. Telephone orders are also accepted.
2. The minimum order amount is \$100. Orders under \$100 will be assessed a \$5.00 minimum order fee.
3. Backorders are permitted on all orders. Unless otherwise specified by the reseller, RescueTECH will ship any backorders when the stock is available. Backorders may be cancelled by the reseller at any time.

RETURNS

1. Contact RescueTECH Customer Service for a Return Authorization Number. Any returned item received without a return authorization number, may take additional time to inspect and credit the account.
2. Return Authorizations must be requested within 5 days of receipt and the goods received at the Rescue Technology Warehouse within 20 days of shipment. Returns requested after 5 days are subject to a 15% restocking fee.
3. Non-stock lengths and special cut lengths of rope and webbing (item sold x ft.) and any special-order products are non-refundable. No refunds for any printed or recorded media.
4. Items sold by Rescue Technology are Life Safety Equipment. Products returned after 30 days from original shipment may not be eligible for return credit. All products must be returned in **original condition** with **original packing** and any **instructions or paperwork** included.
5. Items are inspected prior to determination of credit due.
6. Returns caused by a RescueTECH error will be exchanged or full credit given. Returns due to customer error may be subject to a 15% restocking fee PLUS cost of freight to and from customer.

WAIVER

Any failure of RescueTECH to enforce, at any time or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of the right of RescueTECH to enforce such provisions, unless said waiver is in writing and signed by an authorized executive officer of RescueTECH.

TERMINATION

RescueTECH will only ship merchandise to the reseller if the reseller has signed this Agreement. By signing this Agreement, the reseller acknowledges that the Agreement has been read and that the terms of this Agreement are understood. Violation of this Agreement may result in the cancellation of shipments, loss of reseller privileges, change in reseller status, or loss of reseller status. This Agreement remains in effect until terminated by the reseller or RescueTECH by submitting written notification to the other party thirty (30) days in advance of termination. RescueTECH has the right to immediately terminate this Agreement without prior written notice or penalty if the reseller, its employees, or its agents materially breach this Agreement. Upon termination of this Agreement, RescueTECH, at its sole discretion, may repurchase all or any portion of the reseller’s inventory at the lower of the prevailing fair wholesale market value or original purchase price exclusive of any transportation or assembly charges.

INDEPENDENT ENTITIES

legal entities and are not representatives or agents of each other. This Agreement does not create a joint venture, partnership, and/or agency relationship between RescueTECH and the reseller. RescueTECH shall bear no responsibility, directly or indirectly, for the reseller’s business, transactions, or operations.

GOVERNING LAW: ARBITRATION

This Agreement will be governed, interpreted, and enforced in accordance with the laws of the State of Georgia and venue of any action brought to interpret or enforce any provisions of this Agreement shall be in the District Court of Carroll County, Georgia.

RescueTECH:

RESELLER: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____