

Butler

MOBILITY PRODUCTS

Welcome!

Dear business partner,

I have attached a zip file containing information on becoming a dealer.

We hope you will find this kit a useful tool for helping understand and sell our Inclined Platform Wheelchair Lifts. You will find brochures, measurement forms, and other useful tools to help understand, measure and sell our products.

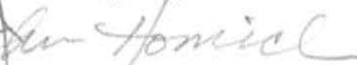
You probably know already that Butler has been manufacturing wheelchair lifts since 1976. You may not be aware that we made a number of improvements in 2009: a quiet new power unit, 750 lb option, UL certification and Canadian UL certification, a new measurement form, new drawings of the platform and power unit and others.

Please keep in mind that this dealer agreement is not "carved in stone" and we will be updating you from time to time. Please feel free to give us a call or an email if you have any suggestions.

Please fill out and return both application forms to sales@butlermobility.com so we can get you set up in our system. Our team looks forward to working with you.

Thank you. Please feel free to call or email with any questions or suggestions.

Best Regards,



John Homich
Butler Mobility
571 Industrial Drive
Lewisberry, Pa. 17339



Butler Dynamics, LLC
DBA Butler Mobility Products
571 Industrial Dr., Lewisberry, PA 17339
Phone: 717-938-4253 Fax: 717-938-4238

NEW ACCOUNT APPLICATION

PLEASE TYPE

Company Name: Telephone

Mailing Address: Fax

Billing Address:

Shipping Address:

Resale Number:

Please check one: Corporation Partnership Individual

Years in Business:

Type of Business:

Names of Principals:

, President Secretary

, Vice President Treasurer

COMPLETE THIS SECTION

Credit References:

Firm: Phone:

Account #: Fax:

Address:

Address:

City, State, Postal Code

Firm: Phone:

Account #: Fax:

Address: _____

Address: _____

City, State, Postal Code _____

Firm: _____ Phone: _____

Account #: _____ Fax: _____

Address: _____

Address: _____

City, State, Postal Code _____

Firm: _____ Phone: _____

Account #: _____ Fax: _____

Address: _____

Address: _____

City, State, Postal Code _____

Please supply us with a current year financial statement signed by a company principal. and most recently filed federal tax return.

Please include a valid certificate/proof of insurance

Application complete: _____, 20____, By: _____
(Position or Title)

Document 21 Rev. 2 9/23/08

Butler Use Only

Credit Application Approved:

By: _____ Date: _____



Butler Dynamics, LLC
dba Butler Mobility Products
571 Industrial Dr.
Lewisberry, PA 17339
Phone: 717-938-4253 Fax: 717-938-4238

Dealership Agreement

This dealership agreement (the "Agreement") is made and entered into as of this day of _____, _____, 20__ by and between Butler Dynamics, LLC, doing business as Butler Mobility Products (hereinafter referred to as "Company") and _____ (hereinafter referred to as "Dealer") (together the "Parties") with respect to the following:

Recitals

- 1. Company designs, manufactures, produces and distributes equipment and other apparatus to assist disabled individuals, specifically powered wheelchair lifts and dumbwaiters.
2. Dealer wishes to purchase Company's products for sale and installation to customers
3. The purpose of the Agreement is to set forth the conditions under which Company will sell its products to Dealer.

NOW THEREFORE IT IS AGREED:

- 1. Company will sell and ship to Dealer the following Company products

Please check (X) the products Dealer wishes to resell and install:

- All products []
Inclined Platform Lift []
Vertical Lift []
Dumbwaiters []
Mezzanine Lift []

- 2. Company reserves the right to change any or all of the terms of this Agreement by written notice to Dealer.
3. Dealer agrees to comply with the terms and conditions listed in this Agreement:
4. Dealer agrees to resell Products to end-user only in conjunction with installation and warranty services. Dealer further agrees not to resell products to third parties, to end-user for self installation or over the Internet.

5. **Freight charges:** F.O.B. factory prepaid by common carrier.
 - a. Air Freight only with prior written authorization by Dealer.
 - b. On returns, freight to be prepaid by Dealer
 - c. Damaged shipments are the responsibility of the Dealer. Claims *must* be filed with carrier upon receipt of merchandise by Dealer
 - d. Demo or Loaner equipment: Freight to be paid by Dealer.
6. **Exchanges:** Company offers a 30 day exchange period with a Return Material Authorization Number (“RMA #”) of any subassembly that is not custom made. No custom made assembly may be returned except for defects in workmanship.
7. **Returns:** All return shipments must be labeled with a Return Material Authorization Number, which can be obtained from our Customer Service Department. Returns may be subject to a 25% restocking charge depending on the condition of the product. Custom ordered items may not be returned, unless caused by manufacturing defects.
8. **Shipping damage:** Upon receipt of any Company product, either at Company’s manufacturing facility or via common carrier, Dealer shall carefully examine the product for damage. Claims for damage during shipment must be submitted to the carrier. Company accepts no responsibility for damages incurred during shipping.
9. **Dimensions:** Products manufactured and delivered inconsistent with the dimensions and specifications contained in the Sales Confirmation must be reported to Company within five (5) calendar days of receipt by Dealer or the product shall be deemed to be acceptable to Dealer.
10. **Warranty:** Company warrants its products to be free of defects in material and workmanship for five (5) years from date of shipment. If a product has a defect in material and/or workmanship, the remedy shall be limited to having the Company repair or replace such part or assembly, which upon examination, is found by manufacturer to be defective under normal use and service at no charge.

The above warranty shall be the Company’s exclusive warranty of its products. *The Company hereby disclaims and the Dealer waives any and all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.*

Since results obtained with the use of Company’s products depend on circumstances beyond Company’s control, Company cannot assume and disclaims responsibility for expense, damage or injury of any kind associated with the use of the products sold and/or manufactured by Company. Misuse, negligence, accident and/or physical modification of Company’s products are not covered in this warranty. Company is not obligated to bear the cost of transportation charges in connection with the replacement or repair of defective parts.

In all cases, transportation charges to the factory must be prepaid. No other warranty, expressed or implied, is made or given for the products manufactured by Company.

11. Codes and Permits: It is the Dealer's responsibility to obtain all local permits and to determine if the lift and the installation conform to local codes.

12. Discounts: Are determined from current Suggested Retail Price List, which is subject to change from time to time by Company. Discounts are described on Dealer Price Lists

13. Demo Policy:

- a. Demo units are sent at the Company's discretion upon request and upon availability.
- b. Only outgoing freight will be billed on initial Invoice. Return freight is the responsibility of the dealer.
- c. Company is not able to make custom parts for Demo/Trial units.

14. Payment Terms:

- a. A 50% **nonrefundable** deposit is due upon acceptance of the proposal (quote). The balance is due upon shipping of the product unless Dealer's credit has been established.
- b. Once Dealer's credit has been established, the balance is due net thirty (30) days after shipping. The balance must be paid by check, not by credit card.
- c. Company will not ship additional products to accounts sixty (60) days or more past due until account is current. Accounts with balances ninety (90) days or more past due will be placed for collection if payment cannot be resolved.

15. Credit Limits: Established by Company and based on information provided on New Account Application as well as payment experience. Should established credit limit be exceeded, shipment will be either C.O.D. or on prior approval.

16. All orders for Company's custom-made products shall be accompanied by technical drawings and specifications sufficient in the opinion of Company, to design, manufacture and install Company's products. All such technical drawings and specifications shall be dated and signed by Dealer. Where, in the opinion of the Company, an installation of the Company's product is of a specialized nature or otherwise beyond the typical installation, the Company may require that the technical drawings and specifications showing the product as installed be signed and sealed by a professional engineer licensed in the jurisdiction where the installation is contemplated. Dealer shall assure that Company's products are installed pursuant to such drawings and specifications. Dealer hereby indemnifies Company, its owners, officers, employees and agents against any liability for installations not performed according to the drawings and specifications supplied to Company by Dealer.

- 17. **Collection Costs:** In the event that Company institutes litigation against Dealer for collection, and a recovery is made by Company, Dealer shall reimburse Company for all reasonable attorney's fees and other costs of collection, as well as interest at the rate of twenty percent (20%) per annum from the date that any payment entitled under this Agreement became due until the date of receipt of payment.
- 18. Company is always striving to provide the best customer service and most current designs. As a result, products and pricing may change without notice.
- 19. This Agreement infers no exclusivity to Dealer, and Company retains the right to sell its products to any other person or organization.
- 20. This Agreement shall be terminated upon the happening of any of the following conditions listed below, all of which shall be in the sole discretion of Company:
 - a. Account consistently past due, as defined by Company in its sole discretion.
 - b. Reasonable evidence that Dealer is providing representation contrary to the best interests of Company.
 - c. Evidence that Dealer may be insolvent.
 - d. In addition, either party may terminate this Agreement by giving the other party sixty (60) days written notice sent by USPS Certified Mail, Return Receipt Requested

e. Notice to Company shall be sent as follows:

Notice to Dealer:

Customer Service
 Butler Mobility Products
 571 Industrial Dr.
 Lewisberry, PA 17339

Notice shall be deemed when actually received or five (5) days after mailing in the United States Mail with postage prepaid and addressed as provided above. Either party may change address where they are to receive notice by giving notice as provided herein.

- 20. This Agreement contains the entire understanding between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modification concerning this Agreement shall be of no force or effect. This Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the Parties.
- 21. In addition to the charges set forth elsewhere in this Agreement, Dealer agrees to pay applicable federal, state, municipal or other taxes imposed or applicable to the products ordered by Dealer.

22. If for any reason beyond its control, including but not limited to strikes, labor disputes, interruption of utility services, lockouts, accidents, government regulations, restrictions or regulations on travel, commodity or supply interruptions, acts of war, terrorist attacks or acts of God and Company is unable to perform under this Agreement, such non-performance is excused and Company may terminate this Agreement without further liability of any nature. In no event shall Company be liable for consequential damages of any nature.
23. Company shall not be responsible in any manner for the installation of Company products ordered by Dealer.
24. All pricing and discount information provided to Dealer by Company is for the exclusive use of Dealer and no other person or entity. All pricing and discount information is and shall remain the property of company and shall not be published or disclosed to third parties without the written approval of Company.
25. Use of Company's logo and other copyrighted or trademarked intellectual property shall remain the sole property of Company. Use of said property by Dealer shall only be made with written approval of Company, which approval may be revoked upon termination of this Agreement and notice to Dealer.
26. The Parties agree that any litigation involving this Agreement shall be brought solely within the Courts of Cumberland County, Commonwealth of Pennsylvania or the United States District Court for the Middle District of Pennsylvania and shall be within the exclusive jurisdiction of said Courts. The Parties further agree that Company may recover reasonable attorney fees and expenses in the event of litigation to enforce the provisions herein and that these conditions and any rights, duties and obligations set forth in this Agreement shall be governed by and interpreted solely in accordance with the laws of the Commonwealth of Pennsylvania and no other jurisdiction.

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

Butler Dynamics, LLC

By: _____
 Michael Carlini
 President

DEALER:

By: _____
 Corporate Officer Signature

 Corporate Officer Title

 (Please Print Name of Signatory)