

TACTICAL COMMAND INDUSTRIES, INC.

Resale Distribution Department
Post Office Box 70
Gilmanton, New Hampshire 03237-0070
(603) 418-8705 x 109
(866) 255-9414 Fax (US)
(925) 756-7977 Fax (International)
www.tacticalcommand.com



RESELLER APPLICATION

Application Completed By:	
Email Address:	
Company Name:	
DBA (if applicable):	
Federal Tax ID # (US Entities Only):	
Cage Code (CCR):	
D&B Number:	
Years In Business:	
Physical Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Location Type (Commercial or Residential):	<input type="checkbox"/> Commercial <input type="checkbox"/> Residential
Toll Free Number (if any):	
Telephone Number:	
Fax Number:	
Website URL:	
Estimated Annual Sales Volume (TCI Products):	\$ USD
Credit Limit Requested:	\$ USD (if requesting credit terms below)
Credit Terms Requested:	<input type="checkbox"/> Credit Terms <input type="checkbox"/> Credit Card <input type="checkbox"/> COD (US Only) <input type="checkbox"/> Prepaid (Intl.)

Accounting/Finance Contact:	
Accounting/Finance Email:	
Accounting/Finance Telephone Number:	
Billing Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	

Purchasing Contact:	
Purchasing Email:	
Purchasing Telephone Number:	
Shipping Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
UPS Freight Collect Account Number:	

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BANKING INFORMATION:

Bank Name/Branch:	
Account #:	
Bank Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Fax Number:	

TRADE REFERENCE 1: (MAY SUPPLY ON SEPARATE SHEET)

Company Name:	
Contact/Representative:	
Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Fax Number:	
Length of Relationship:	
Account #:	

TRADE REFERENCE 2: (MAY SUPPLY ON SEPARATE SHEET)

Company Name:	
Contact/Representative:	
Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Fax Number:	
Length of Relationship:	
Account #:	

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TRADE REFERENCE 3: (MAY SUPPLY ON SEPARATE SHEET)

Company Name:	
Contact/Representative:	
Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Fax Number:	
Length of Relationship:	
Account #:	

INCLUDE WITH YOUR APPLICATION:

- **Copy of State/Province Resale Permit**
- **Copy of Local Business License/Permit**
- **Special Permits or Certifications**
- **Photos of Business Location**

AGREEMENT TO PURCHASE:

The undersigned, hereinafter referred to as buyer agrees to purchase goods and services, from time to time, from Tactical Command Industries, Inc. hereinafter referred to as Seller, upon the following terms and conditions, to wit:

Buyer states, affirms and warrants Seller that the information contained in this application is true and correct, that it is given to Seller for the purpose of inducing Seller to extend to Buyer upon terms other than COD (cash on delivery).

Unless specifically agreed to in writing to the contrary, Buyer must pay for all goods and services purchased from Seller in compliance with the credit terms extended to Buyer by Seller. A due date issued by the Seller is related to the date the products were shipped or when services were rendered. In the event that said balance is not paid, it shall bear interest at the rate of eighteen percent (18%) per annum or one and one half percent (1.5%) per month, until such time as the balance is paid in full. In the event that Buyer desires terms, other than set forth, then, in each such case and instance, on order to be effective and binding upon Seller, said agreement to extend terms must be in writing and duly executed by an officer of the Seller. Unless specifically accepted, all accounts are due and payable pursuant to the credit terms and due date applicable to any given invoice issued by Seller.


In the event that it becomes necessary, in the sole discretion of Seller, to place the account in the hands of an attorney, or other revenue collection source, for collection of any past due amount, then the Buyer shall be obligated to pay, in addition to the balance due plus one and one half percent (1.5%) per month accrued interest, reasonable attorney or collection fees (not to exceed 25% of the unpaid balance and accrued interest together with all court costs. The Seller declares the court jurisdiction for any legal issues raised by Seller will be within Contra Costa County, California.

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It is further understood that all goods and services are sold F.O.B. Antioch, California unless otherwise agreed to the contrary in writing. In addition, all sales are final and no goods are returnable unless an authorized agent of the Seller approves such in writing.

Date:	
Representing (Company):	
Signature of Buyer: <i>required</i>	

PERSONAL GUARANTEE: (REQUIRED OF ALL APPLICANTS)

In consideration of the credit sales of goods by Tactical Command Industries, Inc. (Seller) to Buyer, the undersigned ("Guarantor") hereby gives you this continuing guarantee to Seller, it's transferees, successors, and assigns, to guarantee and undertake on demand at any time the payment in full or any and all indebtedness of Buyer to Seller together with all interest, attorney/collection fees, and other charges. Guarantor hereby binds himself, his heirs, successors and assigns in so lido with all other guarantors and with Buyer, precisely as if the debt had been contracted and was personally due and owing by the Guarantor. Guarantor waives any and all rights of notice of demand, protest, or non-payment. Guarantor further expressly waives all pleas of division and discussion. Seller may, at its sole discretion, grant extensions, release or discharge Guarantors or Buyer and/or make changes of any sort whatsoever in the terms of its contract with Buyer, all without notice to Guarantor, such notice being hereby specifically waived.

Seller shall not be required to pursue any other remedies before invoking the benefits of its guaranty. In particular, it shall not be required to exhaust its remedies against the Buyer and/or any other Guarantors. Guarantor acknowledges that Seller would not establish and approve the Agreement for Credit Terms with Buyer without the Guarantor's execution of this guaranty.

Date:	
Company Name (DBA):	
Company Name (if incorporated):	
Name:	
Company Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Signature of Guarantor: <i>required</i>	

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RETURN POLICY: ACKNOWLEDGEMENT

All products returned to Tactical Command Industries, Inc. must have a pre-authorized Return Merchandise Authorization (RMA). Any products returned to Tactical Command Industries, Inc., with the exception of non-operational items, are subject to a 20% restocking fee. All products returned to Tactical Command Industries, Inc. must be returned at buyer's expense, unless otherwise agreed. Tactical Command Industries, Inc. will refuse unauthorized product returns and/or freight collect shipments.

Date:	
Company Name (DBA):	
Company Name (if incorporated):	
Name:	
Company Address:	
(Cont.)	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Signature: <i>required</i>	

BANK RELEASE: (REQUIRED OF ALL APPLICANTS)

Tactical Command Industries, Inc. reserves the right to query your banks concerning basic financial information concerning your company. The following release enables TCI to do so. The following signature authorizes the bank to release sufficient information on the referenced account to Tactical Command Industries, Inc. for the sole purpose of establishing credit terms with Tactical Command Industries, Inc.


Bank Name:	
Address:	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Fax Number:	
Name of Bank Representative:	

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SCOPE OF RELEASE:

Account Number:	
Company Name (DBA):	
Company Name (if incorporated):	
Address:	
City, State/Province, ZIP/Postal Code:	
Country:	
Telephone Number:	
Fax Number:	
Date:	
Signature: <i>required</i>	

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**TACTICAL COMMAND INDUSTRIES, INC.
RESELLER TERMS AND CONDITIONS**

Resellers for Tactical Command Industries, Inc. (hereafter referred to as "TCI") agree to following terms and conditions:

1. Resellers have completed a reseller application resulting in TCI receiving at least three favorable trade references before being accepted as a reseller.
2. An opening order of \$5,000.00 is required for new TCI resellers and must be prepaid prior to issuance of credit terms. It is recommended that suitable product samples be purchased as soon as possible.
3. Resellers with experience in two-way, tactical and radio communications are preferred.
4. Minimum orders of \$500.00 are required thereafter for headset purchases; however, minimum orders of \$200.00 are applicable for purchases of other items such as Replacement Parts, Earpiece Kits and M.A.S.T. Antenna Relocation Kits.
5. A drop shipment surcharge of \$25.00 will be imposed for drop shipment management unless otherwise arranged on a case-by-case basis.
6. Resellers are issued a revocable license to represented TCI products, trademarks and brands pursuant to terms and conditions. Licensed resellers are authorized by TCI to sell to the end-user or end-user organizations only. Third party sales are not allowed and reseller privileges may be subject to temporary suspension or permanent revocation if this condition is violated.
7. Resellers are not allowed to advertise TCI products below the minimum advertised price (MAP). MAP pricing provided upon request.
8. Resellers must have at least three sales people in the area of law enforcement and/or military or a storefront operation serving the law enforcement and/or military communities. In all cases, resellers must operate from a commercial location and possess all licenses and permits associated with conducting business.
9. Resellers are required to promote TCI products on their website(s), trade shows or exhibitions and within printed marketing materials, when appropriate.
10. To be considered a "Stocking Reseller", and obtain "Stocking Reseller" pricing, the Reseller is required to sell at least \$100,000.00 of TCI products per calendar year. Resellers with an annual sales volume below \$100,000.00 are classified as "Non-stocking" Resellers and will be subject to reduced discounts. TCI can offer "for stock" pricing and factory *lead referral* services to resellers stocking TCI products. "Master Reseller" classification and discounts may be may be offered to resellers with \$1,500,000.00 or more in sales volume in a calendar year.

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11. Resellers shall comply with all Department of Commerce Export regulations governing said equipment and technology including, but not limited to, transfer to individuals and or entities denied export privileges or involved in certain nuclear, missile and chemical/biological weapons activities. TCI reserves the right to request an end-user certificate for international orders.
12. Resellers must notify TCI prior to using any proprietary images, descriptions, or trademarks. Said items may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or otherwise distributed, in any way, without prior permission from the entity possessing the rights to restricted materials.
13. Resellers must recognize the proprietary nature, configuration, engineering and design of TCI products, in full or in part, and will not reproduce, copy, reverse-engineer or manufacture TCI products or otherwise compete, or aid another in competing with TCI relative to same.
14. Restocking Fee/Returns: All returns must be authorized in advance by contacting TCI customer service for a Return Materials Authorization (RMA) number. RMA numbers remain valid for up to 30-days. A 20% restocking fee may be charged if products are returned.
15. Stock Rotation: TCI does not offer stock rotation.
16. Ordering: Orders submitted to TCI must be in the form of a purchase order, delivered by mail, fax or email.
17. TCI recommends resellers possess TCI products for immediate display and evaluation purposes. Since the needs of each reseller differ, we can provide special pricing for fully-functional store display or sample products suiting your particular needs.
18. Limited Warranty: TCI products are covered by a limited 90 day or 1 year warranty depending upon the category of the product. TCI does not warranty items that have been improperly used or physically damaged.
19. TCI reseller terms and conditions are subject to change without notice. Additional requirements, terms and conditions may be imposed at the discretion of TCI.

The following signature acknowledges receipt and acceptance of the published TCI reseller terms and conditions.

✓ _____
Sign

✓ _____
Print/Type Name

✓ _____
Date



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Thank you for your time and attention you have given to the preparation of this application. Feel free to contact our Reseller Program Coordinator, Patricia Medine, if you would like to provide additional information pertaining to your short and long-term goals related to Tactical Command Industries, Inc. Since we categorize resellers in various ways, it is helpful for us to understand which products are of interest to your company and which sectors, regions and markets you service.

RESELLER PROGRAM MANAGER:

Patricia Medine
(603) 418-8705 x 109
Email: patti.medine@tacticalcommand.com

RESELLER PROGRAM SALES SUPPORT:

Timothy McNamara
(317) 861-1740
Email: timothy.mcnamara@tacticalcommand.com

Unfortunately, we cannot partner with every company seeking authorization and licensing to represent our products. There are a number of considerations, conditions and factors we use in making our decision. We will certainly give every application equal review time and attention, but the serious nature of tactical communication products and the lethal circumstances in which these products are used, require us to be very diligent when selecting partners so we can continue to ensure the best interests of the end user's are maintained and understood by potential partners.

We hope to have the opportunity to do business with your company, but wish for your continued success, regardless of the disposition of your application.

Sincerely,
Don Medine, President & CEO
(603) 418-8705 x 108
Email: don.medine@tacticalcommand.com