



METTAG™ Products Authorized Distributor Agreement

Thank you for your interest in acceptance as a METTAG™ Products Authorized Distributor.

With the ever increasing need for practical emergency preparedness solutions, The American Civil Defense Association (TACDA™), established in 1962, is dedicated to identifying and developing products and services to help in preparation for, and assisting in, the survival of American citizens during man-made and natural disasters. Since introduced in 1976, our METTAG™ Medical Emergency Triage Tags have been the key first response tool for emergency response teams nationwide and worldwide. The decades of experience both TACDA™ and METTAG™ bring is of significant value to any emergency or disaster preparedness entity.

METTAG™, the original Medical Emergency Triage Tag, has been tested and proven for over 30 years. As a METTAG™ Products Authorized Distributor, you are able to provide your clients with the most effective and universal first response triage tool ever developed.

Please review and complete the following agreement, then submit the agreement to METTAG™ for approval. Once approved, a METTAG™ representative will sign the agreement and send an approved copy to your listed business address for your records.

Authorized Distributor Terms and Conditions

The American Civil Defense Association, owner of METTAG™ Products (“METTAG™”), having its principal place of business located at PO Box 1003 Sandy, UT 84091 and _____ (“Distributor”), having its principal place of business at _____, agree

to the following terms and conditions for distribution of METTAG™ Products:

1. Appointment as METTAG™ Products Authorized Distributor

METTAG™ hereby appoints Distributor as a METTAG™ Products Authorized Distributor at Distributor’s business location(s). Subject to the terms and conditions of this agreement, METTAG™ grants to Distributor an authorized, non-transferable, non-exclusive, non-sublicensable, and revocable license to distribute METTAG™ Products. METTAG™ products are intended for sale to medical service providers, schools, government and/or military units and tax exempt organizations.

2. Product Ordering

Information on METTAG™ Products is found on the METTAG™ website (<http://www.mettag.com>). Distributor may order METTAG™ Products by:

- Calling the METTAG™ office at 1-800-425-5397
- Emailing a Purchase Order to info@mettag.com or info@tacda.org
- Faxing a Purchase Order to the METTAG™ office at (801) 662-0367

3. Payment

Payment for METTAG Products™ under the terms of this agreement shall be paid by Distributor to METTAG™ by means of check, credit card, or net 30 terms (net 15 terms for initial product order) if approved through normal credit approval processes. Shipping and handling charges are not included in METTAG Distributor pricing. Shipping charges incurred shall be paid in full by Distributor.

4. Return Policy

METTAG™ must be notified within thirty (30) days from receipt of METTAG™ Products of any damages or shortages incurred. Before returning, approval must be received by calling, faxing, or emailing the METTAG™ office. Product must be returned in its original packaging and is subject to applicable fees.



5. Limitation of Liability

METTAG™ Products Authorized Distributors are independent contractors and are not agents, branches, or direct representatives of METTAG™. Distributor will defend, indemnify, and hold METTAG™ harmless against all claims, suits, proceedings, damages, judgments and expenses in connection with or arising from any third party claim against Distributor.

6. Appointment and Termination

Distributor's appointment shall continue for one (1) year from the date METTAG™ accepts such appointment, and renew automatically each subsequent year until terminated by either party, in accordance with the terms of this agreement. Either party, upon thirty (30) day written notice to the other party, may terminate the Distributor relationship without cause. In the event of termination or non-renewal for any reason, neither party shall be liable to the other because of such termination or non-renewal, for compensation, reimbursement, or damages on account of loss of prospective profits or anticipated sales, or on account of expenditures, inventories, investments, leases, or commitments in connection with the business or good will of Distributor or METTAG™. Notwithstanding termination or non-renewal, Distributor's obligation to pay for all METTAG™ Products delivered to Distributor shall continue after termination, and Distributor will provide METTAG™ with a summary of current product inventory that METTAG™ may purchase back from Distributor. Distributor will immediately discontinue use of METTAG™ names, logos, and trademarks upon termination.

7. Governing Law

This agreement shall be governed by and construed by the laws of the state of Utah of the United States of America. The original of this agreement has been written in English and English is the governing language of this agreement.

8. Compliance with Applicable Laws, Including Export Control Laws

METTAG™ and Distributor covenant and agree that all of its activities under or pursuant to this agreement shall comply with all applicable Federal laws, rules and regulations. Specifically, but without limitation, Distributor shall be responsible for obtaining all licenses, permits and approvals which are necessary or advisable for sale or distribution of METTAG™ Products and for the performance of its duties hereunder. Distributor agrees to indemnify and hold harmless METTAG™ against any claim, demand, action, proceeding, judgment, penalty, fine, loss, liability, cost or expense (including reasonable attorneys fees) suffered or incurred by Distributor and arising out of or relating to any violation of applicable laws, rules and regulations by Distributor or any of its clients. Distributor understands that the foregoing obligations are U.S. legal requirements and agrees that they shall survive any term or termination of this agreement.

9. Non-disclosure

By virtue of this agreement either party may have access to information that is confidential to the other party. The parties agree not to make confidential information available in any form to any third party or to use this information in any other way than for the implementation of this agreement.

10. Trademark Use

Distributor acknowledges that all trademarks, service marks, trade names, logos, or other words identifying METTAG™ Products or METTAG™ business together with related services, related documentation and any advertising/promotional literature furnished by METTAG™ to Distributor are and will remain the exclusive property of METTAG™.

11. Enforceability

If one or more provisions of this agreement are held to be unenforceable under applicable law, such provision shall be considered excluded from this agreement and the balance of the agreement will be interpreted as if such provision were so excluded and the balance will remain enforceable in accordance with the terms and conditions of this agreement.



12. Terms Control

Distributor acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, Distributor agrees that this agreement is the complete and exclusive statement of the agreement between the parties and supersedes all proposals and prior agreements, whether written or oral, and all other communications between the parties relating to the subject matter of this agreement and cannot be modified except in writing signed by both the Distributor and METTAG™. METTAG™ reserves the right to change or modify any and all terms and conditions of this agreement, and notify Distributor of said changes or modifications in writing. All changed and modified agreements will be dated and will replace terms from previously dated agreements. The terms of this agreement shall control any conflicting or inconsistent standard terms or conditions on any purchase order or invoice of either part, notwithstanding any provision to the contrary in any such purchase order or invoice.

13. Agreement Review and Submission

This agreement is being submitted for the sole purpose of acceptance as a METTAG™ Products Authorized Distributor. Contact METTAG™ at **1-800-425-5397 (TOLL FREE)** or **info@mettag.com** with any questions. **Scan and email** completed agreement to **info@mettag.com** or mail to:

METTAG™
PO Box 1003
Sandy, Utah 84091

14. Due Execution

The party executing this agreement on behalf of Distributor represents and warrants that he or she has been duly authorized under Distributor's charter documents and all applicable laws to execute this agreement on behalf of Distributor.

Accepted By:

Distributor Authorized Signature

Print Name

Title

Date

Distributor's Full Legal Company Name

D/B/A (if applicable)

A _____ in the state of _____
(Corporation, Partnership, Sole Proprietorship)

The American Civil Defense Association - TACDA™ & METTAG™ Products

Authorized Signature

Print Name

Title

Date

The effective date of this agreement shall be the _____ day of _____, _____



METTAG™ Products Authorized Distributor Information

Please print clearly the following information for METTAG™ review. All information is strictly confidential.

Company Information:

Company Name: _____

Tax ID #: _____

Reseller ID#: _____

State of Issue: _____

Corporation Partnership Subsidiary Sole Proprietorship Year Established: _____

Mailing and Billing Address:

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip: _____

Country: _____

Shipping Address:

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip: _____

Country: _____

Is this the primary location? Yes No

Are there branch locations?: Yes No How many: _____
(Please provide list of locations on an attached document.)

Contact Information:

Primary Telephone #: _____

Fax #: _____

Web Site URL: _____

Primary Contact: _____

Title: _____

Phone #: _____

E-mail: _____

Secondary Contact: _____

Title: _____

Phone #: _____

E-mail: _____