



NORTH AMERICAN DEALER APPLICATION

• **Complete application; include your Air Agency Certificate + radio qualifications/op specs page**
 • **Complete Credit Application** • **Include a PO for required Service Manuals** • **Fax all to NAT 250-762-3374**
INCOMPLETE INFORMATION WILL RESULT IN DELAY OF APPLICATION PROCESS.

• **NAT may void a Dealership for unpaid accounts or if the account shows no activity for two or more years.**
 • **If training is required, please schedule within a year to maintain Dealer status.**

A Dealer:

- maintains an avionics maintenance facility approved by the aviation authority for those countries in which it conducts business, **or**, maintains an avionics installation facility or department with an appropriate aviation authority approval, qualified personnel, and sufficient tools for executing installations to meet NAT standards.
- maintains the required minimum test equipment.
- maintains a satisfactory level of technical competence for NAT products and a current library of NAT service manuals as required for all applicable categories.

1. Company (Operating) Name: _____

Address: _____

City: _____ State/Prov: _____ Country: _____ Zip/Postal: _____

Tel: _____ Fax: _____ E-mail: _____

Website: _____ AEA Member: []Yes []No

Avionics/Maintenance Manager: _____ Date of Application: _____

TIN/EIN or Federal Tax ID Number (US only; required by customs for shipping): _____

Shipping Account Numbers: Fedex _____ UPS _____

Other avionics manufacturers you currently represent: _____

2. DEALERSHIP APPROVAL (NAT TO COMPLETE): Customer #: _____

Accepted by Northern Airborne Technology as a non-exclusive Dealer for products in these categories.
 Dealer Certificate and information package will be mailed on approval.

*A1 A2 A3 A4 A5 **A6 *B1 B2 B3 B4 C1

*Conditional upon: Training Manuals Test Equipment Other _____

**DACS Manuals, Training and Test Equipment are under development.

This _____ day of _____ 20_____

by: _____
 Steve Wile, Product Support/Sales Manager



NORTH AMERICAN DEALER APPLICATION

3. PRODUCT CATEGORIES: *Select required categories.*

<u>Category 'A' Audio Products</u>	<u>SERVICE MANUALS:</u>	
	<u>M (Mandatory)*</u>	<u>R (Recommended)*</u>
_____ A1 - Audio Controllers <i>(3xx, AA24, AA25, AA9x, AMS4x, N3xx)</i>	SM19, 56, 59	SM18, 27, 45, 46
_____ A2 - PA/Loud Hailer/Siren Amps <i>(240, 250, 251, AA20, AA21, AA22, AA23, BP, PA, TS, VR33)</i>	N/A	SM22, 23, 33, 34, 35, 44, 51
_____ A3 - Intercoms (AA12, AA12S, AA8x)	N/A	SM08, 09, 21, 38, 69
_____ A4 - Audio Adapters/Accessories <i>(204, 210, 211, 245, 246, 247, 270, 611, 630, AA3x)</i>	N/A	SM10, 25, 36, 37, 39, 42, 43, 54, 58
<u>n/a</u> A5 - reserved	N/A	
_____ A6 - DACS Digital Audio Control System <i>(ACP5x, AMU50, PIA01, RM01)</i>	TBD** (**DACs Manuals, Test Equipment and Training are under development)	
 <u>Category 'B' RF Products</u>		
_____ B1 - Tac/Com™ FM (CC, NT, NTX, TB, TDF, TH)	SM06, 28	SM16
_____ B2 - Panel Mount FM (NPX)	SM41, SM68	N/A
<u>n/a</u> B3 - reserved	N/A	
_____ B4 - FM Accessories (DP12, DTE, NTA, PTA12, RA, TE12, VR28)	N/A	SM11, 55, 71
 <u>Category 'C' Accessories</u>		
_____ C1 (LD, LL, PB, RS, TA)	N/A	SM15
<p><i>**M" (Mandatory) Service Manuals must be purchased prior to approval for respective categories.</i> <i>"R" (Recommended) manuals become Mandatory when any equipment contained within that manual is purchased.</i> Note: When purchased, NAT Test Sets TS-AAD (A1) and TS-RT-1 (B1) include applicable Service Manuals.</p>		

4. TEST EQUIPMENT:

Enter details of your test equipment which meets or exceeds listed specifications. NAT manufactured test sets are available; contact NAT for details. NOTE: DACS Manuals, Training and Test Equipment are under development.

	<u>Manufacturer</u>	<u>Model #</u>	M = Mandatory R = Recommended
Power Supply 10 - 32 VDC/10A _____	_____	_____	(M) for all categories
Digital Multimeter _____	_____	_____	(M) for all categories
Anti-static Mat w/grd strap _____	_____	_____	(M) for all categories
•Audio Test Panel _____	_____	_____	(A1M)
Oscilloscope (dual trace, 100Mhz) _____	_____	_____	(A1, B1M)
Audio Signal Generator _____	_____	_____	(A1, B1M)
••Comm. Service Monitor _____	_____	_____	(B1M, B2R)
•••FM Comm. Test Panel _____	_____	_____	(B1M)
True RMS Voltmeter _____	_____	_____	(R) for all categories
Frequency Counter (250Mhz) _____	_____	_____	(R) for all categories
<p>•Audio Test Panel: NAT TS-AAD, Linair L240, L260 or equivalent, or your design ••Comm. Service Monitor: IFR500, 1200S or equivalent. •••FM Comm. Test Panel: NAT TS-RT-1 or equivalent</p> <p>Note: When purchased, NAT Test Sets TS-AAD (A1) and TS-RT-1 (B1) include applicable Service Manuals.</p>			



NORTH AMERICAN DEALER APPLICATION

6. TECHNICAL TRAINING:

Indicate if a technician has attended NAT's technical training course. Training is mandatory for categories A1, A6 and B1, to be completed within a one-year period. Approval for these categories remains conditional for this time; final approval granted on completion of training. A1, A6 and/or B1 approval becomes null and void if mandatory training is not completed within one-year period. Contact NAT for details and schedule.

_____ Training has been attended by: _____ Date Attended: _____

_____ Training required. Name of person to attend: _____

7. TO BE COMPLETED & SIGNED BY APPLICANT:

I have read and agree to the terms and conditions set forth in the Dealer Agreement (Addendum "A").

Signed this _____ day of _____ 20 _____

by: _____ (print name)

Company Officer (signature)

_____ (print title)

ADDENDUM 'A' - North American Dealer Agreement



NORTH AMERICAN DEALER AGREEMENT

North American Dealer Application - Addendum 'A'

This document valid with approved corresponding Dealer Application.

Northern Airborne Technology Ltd. (hereinafter referred to as "NAT"), incorporated under the laws of the Province of British Columbia, Canada, does hereby appoint the applicant listed on the accompanied Dealer Application, when duly signed and dated by NAT, as a non-exclusive Dealer (hereinafter referred to as "the Dealer") to sell, install and service products that are now developed and that may be developed periodically by NAT, and to provide service for such products for which the Dealer meets and maintains service capabilities.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflicts of law provisions.

GENERAL

A Dealer:

- maintains an avionics maintenance facility approved by the aviation authority for those countries in which it conducts business **or** maintains an avionics installation facility or department with an appropriate aviation authority approval, qualified personnel, and sufficient tools for executing installations to meet NAT standards.
- maintains the required minimum test equipment.
- maintains a satisfactory level of technical competence for NAT products and a current library of NAT service manuals as required for all applicable categories.

NAT shall:

- Provide the Dealer with promotional materials (product literature, posters, advertisement reprints etc.), as NAT deems appropriate to assist the Dealer in their marketing efforts.
- Provide engineering advice and technical assistance via telephone, fax and e-mail in support of the Dealer's sales and service activities as they relate to products manufactured and sold by NAT.

The Dealer shall:

- Install all NAT equipment sold by the Dealer except those products specifically excluded in writing by NAT. The Dealer may, however, sell to other NAT Dealers on a resale basis without installation.
- Establish and maintain a permanent installation facility with a technician who is approved by the applicable national aviation regulatory body to install and repair avionics products.
- Actively promote the sale of NAT avionics products, provide quality support and assist customers with learning and understanding the features of the products.
- Comply with any advertising guidelines set forth in writing by NAT.
- Display sales literature and promotional materials in a prominent position in the Dealer's place of business.
- Be encouraged to display one or more of NAT's current product(s) for sales and demonstration purposes or as required from time to time by NAT.
- Duly complete and submit warranty applications for all applicable products sold.
- Participate in forecasting-related activities specified in writing by NAT.

PRODUCT CATEGORIES

The Dealer shall maintain all requirements as specified for the categories for which the Dealer has been approved by NAT. (Refer to Dealer Application for approved categories and to the NAT Product Guide for a description of each type of equipment listed in each category.) The Dealer shall immediately notify NAT, in writing, of any changes that may affect the status of those categories. The Dealer shall permit a representative of NAT to inspect the Dealer's facility to verify that all designated service qualifications are being met.

PROPRIETARY AND CONFIDENTIAL TO NAT LTD.



QUALIFICATIONS

Qualification for each Authorized Dealer Category can only be established by NAT.

The requirements listed for each category covering test equipment, test panels, cables, harnesses, manuals, and training must be completely satisfied prior to receiving full Dealership approval. Once the agreement has been approved, it will be signed and validated by authorized officers of NAT and one copy will be returned to you.

NAT endeavours to maintain an accurate record of the service capabilities of all its Dealers. Any significant changes in your shop status which affect your capability to service NAT products must be reported to NAT within 30 days of the effective date of the change.

CONFIDENTIALITY

As used herein the term "Confidential Information" means all know-how, designs, drawings, pricing information, specifications, and other information, whether or not reduced to writing, related to design, manufacture, use, and service of any products of NAT as well as any other information relating to the business of NAT that may be divulged to the Dealer that is not generally known to the public. The Dealer acknowledges that the Confidential Information provided to the Dealer comprises valuable trade secrets and is proprietary to NAT. The Dealer shall hold the Confidential Information in strict confidence and shall not disclose same to any other person, firm or corporation, except as required to perform its obligation under this agreement. The foregoing obligation shall not apply to any information that becomes public through no fault of the Dealer.

The Dealer is specifically prohibited from releasing any schematics or other technical information marked "CONFIDENTIAL & PROPRIETARY TO NAT LTD." or that may be interpreted as sensitive by NAT. The information is provided to assist the Dealer in service work, and any release of said information is grounds for immediate cancellation of this agreement, and any other legal remedy deemed appropriate by NAT.

WARRANTY

NAT shall warrant all products in accordance with the product warranty statement in effect at the time of equipment registration, as stated on the Warranty Card. NAT equipment must be duly registered for warranty by submitting a properly completed warranty application form signed by the authorized installation agency. The Dealer shall cooperate and assist NAT in warranty administration. **Warranty is void unless the product is installed by a qualified NAT Dealer.**

WARRANTY CLAIMS

Warranty labour will be reimbursed at the shop rate indicated in this document and agreed upon by NAT. Such agreement is indicated by acceptance on the part of NAT of the Dealer Agreement. During the course of this Agreement, if the Dealer's shop rate should change, NAT must be notified in writing of the new labour rate and acknowledge written acceptance of the new rate prior to approval of any claim at the new rate. Claims are accepted only under those categories which have been approved.

NAT will authorize up to 1 hour of labour to correct any equipment faults covered by warranty. If the fault cannot be corrected within the first hour, the Dealer must call NAT Customer Service to discuss the problem and if required, be issued an authorization number to continue with the warranty repair(s). **No claims in excess of one hour labour will be accepted without proper authorization.**

The warranty claim must be properly documented indicating the NAT model and serial number, customer name, the nature of the problem, and the action taken to correct the fault. **No warranty labour will be paid to correct airframe installation problems or remove and replace equipment.** The warranty claim should be submitted to NAT on a standard AEA Warranty Claim Form. No warranty claims will be paid unless a Customer Warranty Registration Card has been properly registered with NAT or NAT has established valid warranty coverage through shipment records.

SALES TERRITORY

The Dealer territory shall consist of an area of responsibility for which it can readily and efficiently provide service. NAT reserves the non-exclusive right to market its products directly to all Governments, Government Agencies, Airlines, and Airframe Manufacturers. The Dealer's appointment shall be non-exclusive both inside and outside the sales territory.



NORTH AMERICAN DEALER AGREEMENT

PURCHASING PRODUCT

The Dealer shall purchase all NAT products from one of NAT's Distributors when the Dealer's facility is located within a territory serviced by a Distributor. If territory is not serviced by a NAT Distributor, the Dealer may purchase products directly from NAT.

PRICE

The price to the Dealer shall be the Dealer discounted price in effect at the time of receipt of order by NAT, or, one of its distributors for those categories for which the Dealer is approved. Prices for specialized materials, harnesses and custom construction or modification of standard products shall be set by NAT upon order confirmation. All shipments are F.O.B. Kelowna, or, one of its distributors, as applicable. Pre-approval and a Return Materials Authorization (RMA) number must be obtained from NAT for any products the Dealer wishes to return to NAT for credit. A restocking charge may apply to all standard NAT products that the Dealer returns and will apply to all custom orders. A 50% non-refundable deposit may be required by NAT for such orders.

PAYMENT FOR PRODUCTS

The Dealer agrees to comply with payment terms established and/or modified periodically by NAT, or its Distributors. The Dealer also agrees to accept all products ordered and scheduled for delivery. Product orders placed with one of NAT's Distributors are subject to credit terms and conditions of the Distributor and are not the responsibility of NAT.

THE DEALER IS NOT AN AGENT

It is expressly understood the Dealer is an independent contractor conducting his own business and does not act as an agent for NAT, nor has any authority to make arrangements, representations, warranties or otherwise which shall obligate NAT in any manner. It is further understood that nothing in this agreement shall be construed to establish a relationship of employer or employee, co-partners, joint ventures, franchiser and franchisee, or licensor and licensee between NAT and the Dealer.

PRIOR AGREEMENTS

This agreement supersedes and cancels all prior agreements, verbal or written, between the parties. This agreement cannot be changed, added to, or modified except by a written agreement signed by the President, or the General Manager for NAT (or their designee) and by the Dealer.

TERMINATION

Any deviation from or breach of the terms of this agreement by the Dealer shall be cause for immediate termination of this agreement. Termination shall be formalized by written confirmation from NAT to the Dealer. NAT may also immediately terminate this agreement in the event of bankruptcy or insolvency of the Dealer, change in geographic location of the Dealer, or Dealer misrepresentation of NAT and/or its products and policies.

Either party may terminate this agreement for any reason with or without cause by giving 30 days written notice of such termination.

Termination of this agreement by either party for whatever reason shall not relieve the Dealer from any obligation to pay for all products ordered and/or received from NAT prior to such termination provided. However, NAT may, at its option, cancel any unfilled orders from the Dealer for any equipment or spare parts, which are open as at the effective date of termination.

REPURCHASE OPTION

NAT shall have the right for a period of fifteen (15) days after the effective date of termination, at its option, to repurchase, in whole or in part, any unsold equipment and spare parts in the possession of the Dealer at the original purchase price or current Dealer price, which ever is less, minus any costs of repairing, reconditioning or recertifying such repurchased.

WAIVER

The failure of either party to enforce, at any time, any one of the provisions hereof, shall not be construed as a waiver of such provisions or the right of either party thereafter to enforce any such provisions.

PROPRIETARY AND CONFIDENTIAL TO NAT LTD.



CONFIDENTIAL CREDIT APPLICATION

GENERAL:

Company Name: _____

Address: _____

Tel: _____ Fax: _____

Incorporation Date: _____ Location: _____

Type of Business: _____

Canadian Applicants only: Indicate desired currency: CDN ____ or US ____

CONTACTS:

General Manager: _____ Controller: _____

Purchasing Mgr.: _____ Accounts Payable: _____

Applicant Name: _____
(Please print)

BANK INFORMATION:

Bank: _____ Account Manager: _____

Address: _____

Tel: _____ Fax: _____

TRADE REFERENCES:

	<u>Company Name</u>	<u>City & Prov./State</u>	
1.	_____	_____	Tel: _____ Fax: _____
2.	_____	_____	Tel: _____ Fax: _____
3.	_____	_____	Tel: _____ Fax: _____

TAX NUMBERS (if applicable):

FST/PST # _____

GST # _____

Are you PST/GST exempt? Yes ____ No ____

If yes, provide support documentation.

DUN & BRADSTREET (if applicable):

DUNS # _____
