

NUMED Dealership Program

This document explains terms and conditions for parties interested in becoming:

- **Non-Exclusive Distributors for NUMED**
- **Exclusive Distributors for NUMED**
- **Franchisees for NUMED (not yet available)**

It also comprises NUMED useful Contact Information

Upon reading this document, and according to the area of interest of the potential dealer, the following subsequent steps are to be taken:

- 1- NUMED will inquire about potential dealer's profile through a form the latter is required to fill "MAR003BD" (For Distributors) and send back by mail to marketing@numed.me or by fax to +961 1 390592.
- 2- NUMED reserves the right to accept or decline dealership.
- 3- If accepted, a binding contract shall be signed by both parties (MAR003C for Non-Exclusive Distributors, MAR003D for Exclusive Distributors, and SAL014E for Franchisees).

NUMED Non-Exclusive Distributorship Program

Qualifications:

Pre-approval and pre-qualification ought to be obtained in order to be part of the authorized distributor/representative for NUMED program. All distributor agreements may be renewed only with NUMED's approval on an annual basis. Annual orders below ██████ \$ (or as otherwise stated by NUMED) expose to removal from the distributor program.

Non-Exclusive Distributors will benefit from a special discount on all NUMED-made items (all items not marked with asterisk "*" on catalogs and price lists).

Please refer to Price Lists for discount levels 1, 2 and 3.

Note that discount levels are made according to a certain volume requirement; any amount purchased below the requirement will subject discount to previous level (if not otherwise specified).

Conditions:

Prepayment is mandatory for International dealers after NUMED issues consent. For International dealers, a minimum order of 1000\$ is required. Dealers that are over 30 days past due may be subject to having all their orders placed on hold, without notification, until payment is received.

Pricing:

All pricing and discount programs will be effective January through December annually. **Due to possible unforeseen conditions, NUMED reserves the right to adjust prices without notice.**

Freight Charges and Drop Shipments:

The distributor is responsible for all freight charges. NUMED can provide *estimated* quotes for domestic drop shipments if requested. Any damage due to shipping must be acknowledged at receipt of order with the shipping company.

Return Policy:

Returns for defective merchandise will be accepted within 30 days of the date of purchase. Custom or special order products are non-returnable. Shipping charges will not be credited.

Purchase order number, NUMED invoice number, date of purchase, item code and quantity of items must be provided. **A return authorization number must be issued to you and displayed on the inside and outside of the shipment before it can be accepted.**

Catalog Services:

NUMED s.a.r.l. will provide a digital file, when requested, for use in the dealer's own sales materials, catalogs or websites. We also have a number of NUMED un-priced Distributor catalogs that dealers can obtain to use in their marketing. These catalogs can be requested from our office. In many cases NUMED will provide the catalogs free of charge. We will though ask you to pay any freight costs involved in sending the catalogs to you. NUMED s.a.r.l. reserves the right to review all copy for its products before publication by a dealer. Dealers are advised to submit photocopies of suggested copy before publication.

NUMED reserves the right to discontinue any program title at any time. NUMED will make reasonable efforts to notify the Distributor in advance of such conditions. However, such notice cannot be guaranteed.
THIS PROGRAM WILL REPLACE ALL PREVIOUS AGREEMENTS

NUMED Exclusive Distributorship Program

Qualifications:

Pre-approval and pre-qualification ought to be obtained in order to be part of the authorized exclusive dealer for NUMED program. This agreement may be renewed only with NUMED's approval on a 2 year basis. Annual orders below [REDACTED] \$ (or as otherwise stated by NUMED) expose to removal from the exclusive distributorship program. A first non-conditional, trial year could be granted.

Exclusive Distributors will benefit from a special discount on all NUMED-made items (all items not marked with asterisk "*" on catalogs and price lists)

Please refer to Price Lists for discount levels 1, 2 and 3.

Note that discount levels are made according to a certain volume requirement; any amount purchased below the requirement will subject discount to previous level (if not otherwise specified).

Conditions:

- NUMED appoints the dealer as its sole distributor to promote and distribute its products within the territory.
- The dealer is an independent contractor and has no authority to bind NUMED in any way, to enter into contracts or sign anything on behalf of NUMED.
- The dealer is responsible for paying his own expenses with respect to the dealership.
- NUMED has the right to accept or reject purchase orders as it sees fit.
- The dealer is responsible for promoting and advertising the products in the territory, and has the right to promote as an authorized dealer of the products.

A minimum order of 1000\$ is required along with prepayment. Dealers that are over 30 days past due may be subject to having all their orders placed on hold, without notification, until payment is received.

Pricing:

All pricing and discount programs will be effective January through December annually. **Due to possible unforeseen conditions, NUMED reserves the right to adjust prices without notice.**

Freight Charges and Drop Shipments:

The distributor is responsible for all freight charges. NUMED can provide *estimated* quotes for domestic drop shipments if requested. Any damage due to shipping must be acknowledged at receipt of order with the shipping company.

Return Policy:

Returns for defective merchandise will be accepted within 30 days of the date of purchase. Custom or special order products are non-returnable. Shipping charges will not be credited.

Purchase order number, NUMED invoice number, date of purchase, item code and quantity of items must be provided. **A return authorization number must be issued to you and displayed on the inside and outside of the shipment before it can be accepted.**

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CONTACT

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THANK YOU FOR YOUR INTEREST IN OUR COMPANY. WE LOOK FORWARD TO WORKING WITH YOU,
HOPING IT WOULD BE OF MUTUAL BENEFIT.