



PLECTRON by
WOODSON ELECTRONICS, INC.

Plectron Place, P.O. Box 960 Imboden AR.
72434

Date _____

DEALER AND SERVICE AGREEMENT

BETWEEN PLECTRON CORPORATION

P.O. Box 960
Plectron Place
Imboden, AR 72434
501-869-2877 phone
501-869-3293 fax

and: Name _____

Principal _____ Title _____

Address _____

Phone _____ office _____

HEREAFTER REFERRED TO AS DEALER

Plectron by Woodson Electronics, Inc. hereby appoints Dealer to sell communications and electronics equipment and services manufactured or supplied by Plectron on a non-exclusive basis in the general area of (Counties to be served) _____

The Dealer agrees that he will use his best efforts, skills, experience and facilities to promote with the highest integrity the sales of Plectron manufactured or supplied equipment and services. As part of this integrity, the Dealer recognizes the need for technical assistance, installation and service after the sale. To this end the dealer will have qualified service/warranty service or be associated with a qualified service/warranty service facility (shop) to assist or do systems when required by the customers.

CIRCLE ONE

SERVICE SHOP

DEALER

CONFIDENTIAL APPLICATION FOR CREDIT OR
CREDIT REVIEW FORM

FIRM NAME _____

Type of Business _____ Established in _____
Corporation _____ Partnership _____ Proprietorship _____ Government Agency _____

We are incorporated under the state law of _____
Has ther been a change in ownership in the last year? yes _____ no _____
If yes, please state when and why _____

Principal Owners or Stockholders:

Name _____ address _____ title _____

Est. annual sales _____ D&B rating _____ Credit limit req _____
Financial statements or annual report attached _____ yes _____ no.
Please attach a copy of your most recent financial statements or
annual report if the credit limit requested is ove \$2000.00 and
your D&B rating is less than BB2.

Business Premises: Rent _____ Lease _____ Own _____
If rent or lease from whom _____ if own, value _____
Sales tax exemption: Tax permit# _____ state _____

The undersigned certifies that the above numbered tax permit is
current and has not been revoked or suspended. The undersigned
further certifies that he will assume liability for the payment
of any tax that may not be due under the above numbered tax permit
if transactions are not exempt from such tax.

TRADE REFERENCES

1. Name _____ Address _____
City _____ State _____ phone # _____
2. Name _____ Address _____
City _____ State _____ phone # _____
3. Name _____ Address _____
City _____ State _____ phone # _____

Service capabilities (by Product line) _____

PLECTRON by WOODSON ELECTRONIC, INC. will provide Dealers with reasonable amounts of product brochures, literature, and specification sheets. Dealers will be provided with suggested retail price pages for all equipment and services. Dealers will be provided with standardized cost sheets either reflecting Dealer discount from nationally suggested list or actual dealer costs. All equipment prices are FOB Imboden, Arkansas or source of supply whichever applicable. WEI will invoice the Dealers on Plectron products or provided products, parts, and services.

Standard payment terms are net 30 days, items as shipped and invoiced. Dealer accounts that are past due will not merit additional orders being processed. WEI will call or otherwise notify Dealers of a "credit hold" situation on current orders. Orders in house, where accounts have not been brought current within 30 days of past due date, will be held by Plectron.

Demonstration equipment of Plectron products is available to all Dealers at a 50% discount from suggested retail prices or equivalent amount if Dealer pricing policies change. Plectron limits the amount of demo equipment purchased at this level to 2 each of all Plectron products per Dealer. Plectron will reserve the right to negotiate number of units available to Dealers whom have multiple salespersons in the field. Demo purchases are limited to a 12 month period or to 12 months from new product announcements. Demo prices for WEI supplied but not WEI manufactured products, will be made available to all Dealers based on individual manufacturers' normal policies or special policies negotiated by Plectron. Plectron encourages Dealers to purchase and demonstrate Plectron equipment to prospective customers.

Dealer understands and agrees he is not the representative or agent of Plectron for any purpose and has no right or authority to assume or create obligations of any kind for or on behalf of Plectron. Dealer agrees not to commit Plectron to any warranty or guarantee other than authorized in writing by Plectron.

Inquiries from potential customers will be forwarded to the Dealer located nearest origin of the inquiry or applicable area. Dealer will follow up on all inquiries, making demonstrations as required. Dealer agrees to take immediate action by making contact and providing assistance to potential customers to ensure effective sales results on all leads submitted to him.

It is agreed Dealer will refer all inquiries which would be of such magnitude to render them doubtful for Dealer's ability to sell, to Plectron. In addition, Dealer shall provide direct notification to Plectron marketing department, providing name, address, phone number, interest and any other pertinent information available.

Dealers are encouraged to copy Plectron on bid requests, bid results, requests for proposals and all projects where Plectron engineering, system engineering, or marketing may be of assistance in assuring Dealers receipt of award or order.

Either party may terminate this Agreement, with or without cause, by directing notice of termination in writing to the other party's last known address. The termination shall become effective thirty (30) days after the date of mailing said notice of termination.

The conditions stated in this document will be in effect at all times unless modified in writing at a later date.

This agreement is not subject to assignment by either party.

DEALER

DATE: _____
DEALER'S AUTHORIZED SIGNATURE

Name: _____

(type or print)

Plectron by
Woodson Electronics
Marketing Dept

Date: _____
For: _____

(company name and address)