EXHIBIT A



MAC TOOLS, INC. DISTRIBUTOR AGREEMENT

AGREEMENT made as of the10	th day of _	August, 198 _	92by
About Man Trale Inc. on Ohio co	ornoention, with its prin	icipal place of business	at South Fayette
Street, Washinton Court House, Chiq (h	ereinafter called Mac)	and Dee C. Walter	, with a
principal place of business at	bbott Ave. N., Brookly	n Park, MN 55443	_ (hereinafier called
Distributor).			

NOW, THEREFORE. In consideration of the mutual agreements and acknowledgements herein made, the parties hereto agree as follows:

- 1. Mac hereby appoints the Distributor as an authorized Non-Exclusive Distributor for the territory described below (the 'Territory'') to sell products manufactured and/or distributed by Mac (the 'Products'') for users in the automotive after market, service stations, independent garages, car and truck dealerships and non-automotive accounts (cycle shops, lawn mower shops, airports, marinas, farm implement dealers and other users of tools and shop equipment). A current list of potential customers or accounts in Distributor's Territory and the Territory Boundaries are set forth in Appendix A hereto. This list may be amended and updated annually in writing by Mac.
- 2. Subject to the terms hereof, Mac shall sell the Products to The Distributor and the Distributor shall purchase the Products from Mac. The Distributor shall purchase Products from Mac by placing orders with Mac. All orders for Products shall be subject to acceptance by Mac. The Distributor agrees that Mac shall incur no liability hereunder for rejection of any order or for any failure to fill accepted orders which results from the lack of available production facilities, the demands of other customers of Mac, labor disputes, casualties, lack of available transportation, acts of God, governmental regulations or orders, or other conditions beyond Mac's reasonable control.
- 3. The Distributor agrees agressively and actively to sell and promote the sale and service of the Products in the Territory. The Distributor shall each year purchase products in an amount at least 80% of the National Distributor average which is determined and computed at least annually by dividing the total number of direct Mac Distributors into the total dollar amount of Products purchased by such Distributors from Mac during the period used to determine such average. The Distributor will be advised in writing of the National Distributor Average each time it is determined. The Distributor shall establish a regular route schedule in the Territory, maintain the good will of its customers, and shall render prompt, efficient and courteous service with respect to the Products. It is the intention of the parties that the Distributor shall dedicate its full time and resources to the conduct of its business. The Distributor is required to make personal contact each week with at least 80% of the accounts listed on Appendix A as amended and updated. Whenever the customers in the Territory increase to such an amount that the Distributor is unable to make personal contact weekly on at least 80% of the accounts listed on Appendix A as amended and updated, then the Territory may be adjusted accordingly by Mac.

The Distributor shall not sell, lease or otherwise deal in any products other than the Products, if such sale, leasing or other dealing, in the opinion of Mac, would prevent due discharge by the Dealer of its sales or service obligations under this Agreement.

The Distributor agrees to display the Products on and sell the Products from a truck approved by Mac and at all times to maintain such displays and truck in a manner acceptable to Mac.

- 4. The price to the Distibutor shall either be net or a percentage discount (as determined by Mac from time to time) from Mac's suggested resale price then in effect for the respective Products. The Distributor's resale price shall be determined by the Distributor in its sole discretion. The terms of each sale to the Distributor shall be as set forth from time to time by Mac. Mac shall have the right to change its prices, its discounts or the terms of its sales to the Distributor at any time on prior written notice to the Distributor.
- 5. The Distributor agrees to maintain such records concerning the sale of the Products as Mac may from time to time require. Mac's representatives any examine such records and examine Distributor's inventory of Products at reasonable times, during business hours.
- 6. The Distributor shall cooperate fully with Mac in dealing with customer complaints concerning the Products and shall take such actions to resolve such complaints as may be requested by Mac.
- 7. Mac herby grants to the Distributor the right to use all of the trade names and trademarks associated with the Products, provided that such trade names and trademarks shall not by used by the Distributor except in connection with the adventising, promotion and sale of the Products. The word "Mac" or "Mac Tools" shall not by used on Distributor's letterhead, card or literature, except to describe the Product being distributed.
- 8. The Distributor shall not, in the advertising, promotion or sale of the Products, violate any statute, law, regulation or order, and shall indemnify Mac for any loss or liability which may result from such violation.

- 9. No Products shall be returned to Mac without its prior written consent except broken or defective tools which may be returned in accordance with the terms of Mac's policy dealing therewith.
- 10. This Agreement shall not constitute the Distributor as the agent or legal representative of Mac. The relationship between mac and the Distributor shall at all times by that of independent contractors. The Distributor shall have no authority to contract for or bind Mac in any manner whatsoever. This Agreement shall confer no rights upon the Distributor other than those expressly granted herein.
 - 11. This Agreement may be terminated as follows:

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- A. By Mac upon thirty (30) days prior written notice and failure to cure same within such thirty (30) day period, for the following causes: failure of the Distributor to pay any invoice when due; failure to buy at least 80% of the National Distributor Average; failure to abide by any term of this Agreement; inefficient or inadequate service in the Territory; if inventory drops below the level of a starter inventory; impropriety in conduct affecting either the Distributor's or Mac's reputation or good will, or failure to maintain its truck or display Products on the truck in an attractive and effective manner.
- B. By the Distributor, upon thirty (30) days prior written notice and failure to cure same within such thirty (30) days period, for the following causes; failure of Mac to abide by any term of this Agreement; inadequate delivery of product; impropriety in conduct affecting either party's reputation or good will.
- C. In the event that ownership or control of the Distributor shall change or in the event that either party is ordered or adjudged bankrupt or placed in the hands of a receiver, or otherwise enters into any scheme or composition with its creditors or executes an assignment for the benefit of creditors, the other party may immediately terminate this Agreement without Notice.
- D. The Distributor shall pay Mac all amounts due on date of termination within thirty (30) days after termination including any balance due on any purchase Order and Security Agreement for the purchase of Initial Inventory as defined in such Agreement. Should the Distributor fail to pay all such amounts within this period, Mac may take any and all actions authorized by law to collect such amounts.
- E. Upon termination for any reason, resalable Products in new condition purchased from Mac which are still part of Mac's current products line and appear on its current order blanks may be returned for credit within sixty (60) days of receipt of termination notice. Credit will be computed at the Distributor's original cost less 10% handling charge. No handling charge will be made if termination is due to Distributor's death or disability or qualified retirement. Final settlement with Distributor will be made only after all outstanding invoices of Mac are satisfied. Mac may apply the repurchase price against any amount owed to it by the Distributor for inventory purchases. Upon termination, Distributor will immediately remove from his truck or van, clothing and any other property, all markings, legends, decals and other insignia indicating that he is a Mac Distributor and shall cease using the Mac and Mac Tools trade name and trademarks in any manner or capacity and shall not in any way represent that he is a Distributor of tools, shop equipment, and other products manufactured, sold or distributed by Mac or bearing the Mac name or mark.
 - F. Termination as herein provided shall not be the basis of any claim for damage or cause of action.
- 12. The Distributor shall at all times maintain fire and theft insurance or acceptable financial resources covering the Products sold to it by Mac in an amount which shall at all times exceed the amount of the indebtedness from time to time outstanding for the purchase price of Products sold to the Distributor hereunder. Any such insurance will name Mac as loss payee, and will require a 30-day notice of cancellation by the carrier. The Distributor will provide Mac with certification of such insurance.
- 13. Any notice provided for in this Agreement shall be in writing and shall be deemed to have been properly given if sent by Certified or Registered mail, with proper postage prepaid, to Mac and to the Distributor at the respective addresses stated at the head of this Agreement. The date of mailing shall be deemed to be the date on which such notice was given. Either party may change its address for purposes of notice hereunder by giving the other party written notice of its new address.
- 14. This Agreement has been accepted and executed by Mac in the State of Ohio. The parties, therefore, intend that this Agreement be deemed to be an Ohio Agreement and that it be construed and enforced in accordance with the laws of the State of Ohio.
 - 15 Noither this Agreement nor may right hereunder or interest herein ony be assigned by the

- 16. Except as expressly provided in this Agreement, the waiver by either party of or the failure by either party to claim, a breach, of any provision of this Agreement shall not be, or be held to be a waiver of any subsequent breach, or as affecting in any way the effectiveness of such provision.
- 17. In the event either party has any business relations with the other party after termination of this Agreement, such relations shall not be construed as a renewal of this Agreement or as a waiver of such termination, but all such transactions shall be governed by terms identical with the provisions of this Agreement relating thereto unless the parties hereto execute a new agreement superseding this Agreement.
- 18. Notwithstanding the first paragraph of this Agreement Mac reserves the right to sell Products to Industrial users, Governmental Installations, Original Equipment Manufacturers, Exporter, Foreign Accounts and other customers or potential customers in similar categories within or without the Territory which in Mac's sole judgement require technical data or special assistance as a prerequisite to servicing and selling the account.
- 19. Any determination to be made, opinion to be formed, or discretion to be exercised by Mac in connection with any provision of this Agreement shall be made, formed or exercised by Mac alone and shall be final, conclusive, and binding upon the parties hereto.
- 20. This Agreement shall not be modified, altered or amended except in a writing subscribed by both of the parties hereto.
- 21. This Agreement supersedes any prior or existing distributorship agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement in duplicate as of the day and year first above written.

Witness:	DEE WALTER
	(Distributor's Trade Name)
John Muysley 8/10/92	By Sula Malto
	DISTRIBUTOR OWNER
	(Title)
Witness:	Mac Tools, Inc
Nova Holmes	By Sich Cal
	V. P. Soles
	(Title)

Purchase record MAC TOOLS

2003	45982
2004	51884
2005	30723
2006	39864
2007	43399
2008	42085
2009	38468
2010	40100
0044	40004

2011 19094 July 2011 (I had heard that my distributorship was in front of the termination board in Jun 2011, so I started to purchase the bulk of my goods from independent sources rather than MAC TOOLS. Up until Jun I was on track to meet my normal purchase level)

I have been under the 80% of national average rule for most of my career with MAC TOOLS. I have had one written response from MAC TOOLS concerning my failure to purchase at the 80% level, in May of 2007. The letter stated what the District Manager for Mac Tools would do to help me reach the 80% purchase level and what I would need to change to accomplish this goal. There was no follow up done on this communication by Mac Tools or the District Manager and I did not change my way of doing business. I have had numerous verbal conversations with various district managers of MAC TOOLS concerning my purchase performance also with no follow up. This has led me to believe that my purchase record, while low, was acceptable to MAC TOOLS corporate and the District Managers were trying to increase their personal performance and income levels.

On September 13, 2011 I received a letter from MAC TOOLS stating that I was in violation of my contract (paragraph 11, must purchase 80% of national average from MAC TOOLS) and my distributorship would be terminated on October 17, 2011 unless I brought my purchase level up to the 80% level. This would require purchasing at a minimum of 52242.54 per week from MAC TOOLS, starting on the week of September 12, 2011 and continued purchases to exceed \$120,000.00 per year in the future (my current sales per week, at retail, have been averaging about \$1800.00, which at my current expense level, makes my business profitable). To meet this requirement would require an immediate increase of over 200% in my business.

In the 19+ years I have been with MAC TOOLS I have never missed a payment to MAC TOOLS and have never been on Credit Hold with MAC TOOLS.

The main difference in my situation now is that I am 60 years old and MAC TOOLS has realized that, with my planned retirement less than 2 years away and my distributorship currently profitable, I will probably not be expanding my business nor increasing my purchase levels. I did offer, to the Regional Manager of MAC TOOLS, to begin purchasing all of my inventory from MAC TOOLS (I currently do a percentage of my purchases from local independent warehouses) which would have brought my yearly purchases to about a \$60,000.00 level. This offer was flatly refused.

I have heard, but cannot confirm, that upon my leaving MAC TOOLS my current route will be dissolved and given, in partials, to the surrounding distributors. In the past 19 years I have lost just under 50% of my original client base due to shop closings and the movement of the downtown business to the suburbs, with little in the way of new business starting up. The current District Manager believes that my downtown route will not support a new startup distributorship.

EXHIBIT B

Distributor To-Do List

DAILY (in chronological order) WEEKLY	
BETORESIKARING GEDAY	
Print Route Schedule and Customer Need's list. Check for needs that have been received Do final cash reconciliation for the week.	
Check voice mail	
3. Conduct normal truck inspection/walk-around 3. Process any outstanding Mac Card sales	•
HALEWAY THROUGH THE DAY 4. Record your Pay by Phone and Direct Depayments on MBA.	əbit
Exit MBA (running your "zip" backup); restart Windows Description of the control of	
Check voice mail 6. Post checks not previously recorded for a Expense or Invoice payments made. Check voice mail	ny
7. Exit MBA (running your "zip" backup). Transmit to Mac. When finished reenter I and check "Transmission Results".	/IBA
Reconcile cash. If possible, make bank deposit and record on MBA. Note: you should try and make a minimum of 2 bank deposits each week. Reconcile cash. If possible, make bank week on MBA. Print and review Weekly Report. Mail or fax a copy of you Weekly to your DM.	
Review, edit and validate Master Order. Sexit MBA and run your "zip" backup.	
Check in Involces on MBA for product received; stock truck. 10. Do Nightly Backup.	
Record checks on MBA for any Expense or Invoice payments made. 11. Plan for next week (pick your Mag 7 and s features and benefits for each).	tudy
5. Print disposition sheets from MBA, then pack and ship any items for repair.	
6. Exit MBA and run "zip" backup. 1. Major cleaning of truck <i>inside</i> and <i>outside</i>	9
7. Transmit to Mac Tools; when finished reenter MBA and check "Transmission Results". 2. Reorder supplies, (Repair Tags, Mac Adv forms, shipping labels, etc.) as needed.	
8. Print and review Daily Report.	
9. Exit MBA; do <u>Nightly Backup</u> .	

EXHIBIT C

Operations Checklist

Use the following checklist to assist you in daily operations: Check in invoices for all shipments received (MBA Users Manual page 134) Post any NSF check received into MBA (MBA Users Manual page 59) Reconcile cash (Page 166) - This should be a DAILY occurrence Prepare bank deposit (if applicable) (Page 123) Review Master Order and Validate (*Page 131*) ☐ If necessary, prepare any repair or broken tools for shipping (*Pages 157-160*) Complete MBA Transmission (*Page 168*) – This must be done a *minimum* of twice a week Review Transmission Results in MBA; be sure to check for repair estimates and skipped customers Perform MBA Nightly Backup Check Voice Mail (Morning, Lunch, Evening) Print Tomorrow's Route Schedule and Customer Needs list. Also print today's Route Schedule and Customer Needs list as a backup for next week □ Print and Review DAILY REPORT Mail Mac Card applications. Process any Mac Card transactions on Web Portal (only if you don't have Mobile Merchant). Use the following checklist to assist you in weekly operations: Make final Bank Deposit of week Close the Week and Print two (2) copies of Weekly Report. One should be mailed or faxed to your District Manager Review broken tools - prepare return if over \$600.00 or if it has been more than four weeks since your last return shipment PAY YOURSELF

EXHIBIT D

MBA Start-up Procedures

Use to following checklist to assist you in setting up MBA:

From the MBA File Drop List:
<u>Distributor Setup (User's Manual pg 6):</u>
Fill in all distributor information (User's Manual page 6)
Configuration (User's Manual pg 7-9):
Verify and/or change your settings in the General tab for "Use Automatic Reordering", "Accept Extended Billing", "Quote Expiration", "New Mac Inventory Items", and "Use Advanced Tax
☐ In the General tab verify and/or change "Take-In Cost (% of Book) to 100
Verify and/or change your settings in the Time Payment tab
In the Ticket tab create your own ticket message
In the Ticket tab, set "Blank Lines at Bottom of Ticket" to 7
Tax Codes (User's Manual pg 10):
Enter all appropriate tax codes into MBA (see page 12 if using the Advanced Tax System)
State Tax and Interest Options (User's Manual pg 16):
Verify and change (if necessary) "Tax Trade-In" settings for all applicable states
Printer Setup (User's Manual pg 23):
 Designate appropriate printer defaults on MBA for receipts and reports
In the Excense Module
Bank Accounts (User's Manual pg 141):
Set up your Mac Tools account
Expense Categories/Sub-Categories (User's Manual pg 154):
Customize expense categories/sub-categories to your needs (note: you can do this anytime) Writing/Posting Checks (User's Manual no 440)
Writing/Posting Checks (User's Manual pg 142):
☐ Enter checks already written from you Mac Account into MBA
From the Home Office Module:
Cash on Hand Recon tab (User's Manual pg 166):
In the "Cash For Tomorrow" field enter how much cash you are going to have in your till the first day on the route and save it.

EXHIBIT E

WARRANTY

Warranty Prefix Codes

R ... Replace Product

D ... Distributor Repair

M ... Mac Repair / Replace

V ... Vendor Repair / Replace

C ... Components

N ... No Warranty

Suffixes

L = Lifetime

1 = 1 Year

3 = 3 Years

0 = No Warranty

Examples: (Prefix Suffix) RL = Replace Lifetime

M1 = Mac Repair / Replace 1 Year

- All warranties for broken tools should be honored unless the tool has been bent, burt, ground, or altered
- Warranty does not cover normal wear and tear.

Customer Care Labels

Only to be used on Code RL items

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addition improperties of root	ed, Mac Tools products can fail or break prematurely. In can cause injury and voids the warranty. Good for only
MAC-branded products carrying	gair cause injury and yolds the warranty, Good for only get lifetime warranty (Hand Tools Code RL or DL Only)
	a mamina moreony ariana idois code RE or DE Only)
Pad Number:	
Dist Numbert	
The must be used by January 31	7016 LE9/91

EXHIBIT F



 In the Route Management module select the appropriate customer, then point and click on the Broken/Repair (F6) button
 In the Broken/Repair window and click on the Repair radio button

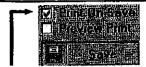
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3. Tab into the **Item Number** field and enter the item the customer is sending in for repair.

Tab though each field and enter in the appropriate information (the **Description** field should fill in for you automatically).

Notes to remember:

- Max Repair Amount: if the item does not have a flat (fixed) repair rate, there may be a limit that the customer is willing to spend to have the item repaired. If so, enter that amount here. If the repair is going to cost more Mac will notify you so you can find out from your customer whether they want the item repaired or not. If the item has a flat rate it's a good practice to enter that amount here.
- Estimate Only: If the item is not under warranty and does not have a fixed repair rate the customer may want an estimate before deciding to go ahead with the repair. If so, click this checkbox on. Mac will determine how much it will cost to repair the tool; the estimate will be transmitted down to you electronically.
- Under Warranty: if the item is still under warranty when you send it in for repair click this checkbox on.
- Repair Tag: use the number on the repair tag you attach to the broken item
- Comments: be as specific as possible. General statements like "it's broken" doesn't help the Repair Department identify the problem.



Even if the customer doesn't want a receipt you should print one for your records

4. When you are finished entering all the information point and click on **Save**. The fields will clear and you can enter in another repair for this customer.

When finished with this customer, click on **Cancel** to return to the **Route Management** module.

Remember: if a customer decides not to have an item repaired once the repair department. has disassembled it it will not be reassembled before being sent back to you.

EXHIBIT G



9. ADDITIONAL WARRANTY ISSUES

- a. Peeling Chrome replace immediately
- b. Hand ratchets
 - Replace everything
 - Enter in MBA as a broken tool
 - Do not return old parts to Mac

REPAIRS

1. WARRANTY CARD

- a. Warranty card will be transmitted to Mac Tools via MBA if you enter the serial number at the time of the transaction
- b. Fill out the manual warranty card and maintain in your files for backup

2. REPAIR TAG

a. Fill out a Repair Tag and attach to the tool being sent in for repair

3. REPAIRS - SENDING TO MAC

- a. Print a disposition sheet and include in box with the
 - Make sure a repair tag is attached to each tool
- b. Ship to Mac with a label
 - It is recommended that the box(es) be insured for your replacement cost. Lost, stolen, or damaged goods will be your responsibility and any claims that would result will be your responsibility to file
- c. All repairs carry a **90-day** warranty on parts and labor from date of shipment from the repair center

4. REPAIRS - ENTERING IN MBA

- a. Estimates transmitted via MBA
- b. Repair vs. Replacement
 - Rather than being repaired, item is replaced with a reconditioned unit
 - Procedures for entering into MBA and charging the customer are the same as for a standard repair

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EXHIBIT H



- Point and click on the Home Office button, then click on the Return Tools tab
- Click on the Repair radiobutton. All items that you have taken from customers to send to Mac for repair will be listed

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4. Point and click on the item(s) that you are going to put in one box (this will highlight the lines), then click on the Complete button



You should get the following dialog box.

If you are ready to send these items in for repair click on Yes



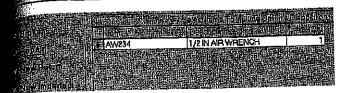
Note: You can reprint the Disposition sheet any time from the Reports module.

 MBA will assign a number to this particular disposition sheet and ask if you want to print the report now. Since you don't need an MRA number to send in items for repair you should go ahead and print the report now.

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siribular Name: Addrese :	Mae Taols Distributor 128 Main St Tooltown, OH 12846)let. Nux)let, Numbert 27862					Pager 1 Date: 01/05/2006			
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- 7. The Disposition sheet wil list all the repair items you selected (step 2 above) and will include the following information for each item:
 - Customer name
 - Item number, description and serial number
 - Repair tag number
 - Warranty/Estimate (Y/N)
 - Max repair amount
 - Description of problem

aut a copy of the Disposition sheet in the box with the items being sent in for repair and and to the Mac Tools Distribution Center with a **Blue** label



8. Back at the Return Tools tab, the items on the disposition sheet you just printed have been removed from the Select Items... list.

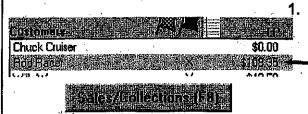
Repeat steps 1-7 for each box of repairs you are sending to Mac

<u>semember:</u> you must generate a separate Disposition sheet for each box you generate a separate Disposition sheet for each box you generate the second only list the Items that are in that particular box.

If you even need to reprint or review a disposition sheet you can find them in the Reports module under the listing "Disposition Sheet — Lool Repair"



Use this procedure when repossessing items from a customer of taking something ba less than full value



Start the transaction by selecting the customical Route Management, then do one of the following to go to the sales grid:

1) double click on the customer's line

2) press the F8 key, or

3) click on the SALES/COLLECTION butter



 In the sales grid make sure Transaction Type is TP. Repair should be done as a TP transaction since you are taking items back to reduce or clear the customer's balance.

Point and click in the **Type** field in the sales grid. Click on the drop down arrow and select **Repo**.

Special Note: No matter how many items you are taking back you can only have ONE in that says Repo.

REPO-RACER [USED TOOLS 1 108.35 No No

3. Tab into the ITEM NUMBER field and assign a unique part number to the repo.

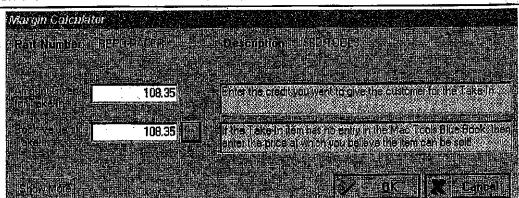
Recommend you start the item number with REPO- then whatever else you want. A good idea is to use the customer's last name, that way you'll be able to track where the item(s) came from.

Tab into the **DESCRIPTION** field and type in a general description of the repossession i.e. Used tools, Repo'd tools, etc. If you are taking back only one or two items, you could use a description like *Used ECD650K*.

Tab into the **Price** field and a box with three dots appears. click on that box.

109.35

Point and



4. In the Margin Calculator window, tab into the Amount Given for Take-In field and enter how much you are giving the customer for the tools. If you are taking back the item(s) because the customer is delinquent in their account you would normally repo the item(s) whatever it will take to clear the customer's balance.

epo'd product will be added our tradeins/repos inventory cost percentage of the book You set this percertage in drop down under File figuration. (If, for example, set it at 1%, the item above id be added to your inventory cost of \$1.08)

5. Tab into the Book Value of Take-In field. Since the repo items are not listed in the Mac blue book, enter an amount that you think you can sell the repo'd items for. Normally you should just use the same amount you entered in the Amount Given for Take-In field. Later on you can split the repo'd items into individual pieces and assign a price to each piece.

When finished, point and click on OK. takes you back to the sales grid.

o d ET112, ET130K, and SMEKSPT to

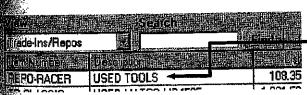
<u> Handy Tijo: If you repo multiple items from a</u> customer you could out in a special licket message listing all of the Items you are taking back. The special tickel message will be saved in customer history, if you ever need to go back and review the licket you will have a record of wital you look back from the customer



6. If you cleared the customer's entire balance with the repo, click on OK to print the customer's receipt.



If you only cleared a portion of the customer's balance, click on the Collections tab and do what you need to do to complete the transaction (i.e. take a payment, restate terms, etc.). When you are finished click on OK to print the customer's receipt.



7. After completing the transaction if you go to the sales grid and select Trade-Ins/Repos from the View drop down list, you'll see the repo you just completed. If you want to sell all the items as one unit you can sell it right from here. If, however, you want to sell each item separately you have to split the repo.

1. Point and click on the Inventory Module button, then point and click on the Trade-Ins tab

Status A indicates the item is Active and in your inventory available for sale

The repo will be listed in the **Take-ins** field as Type **R** (R=repo; T=Trade-in).