Exhibit 10.11  
  
  
 AGREEMENT  
  
  
 This Agreement (the "Agreement") is entered into this 31st day of January,  
1997, by and between Phasetronics, Inc., a Florida corporation ("Phasetronics"),  
X.X. Xxx 00000, Xxxxxxxxxx, Xxxxxxx 00000-0000, and Apollo International of  
Delaware, Inc., a Delaware corporation ("Apollo"), of 0000 XX Xxxxxxx 00, Xxxxx  
000, Xxxxxx Xxxxx, Xxxxxxx 00000.  
  
  
 RECITALS  
   
 Phasetronics is a manufacturer and distributor of solid state power and  
motor control products. Many of these products are distributed under the trade  
name "Motortronics".  
  
 Apollo is the manufacturer of two motor protection relays known as the  
Model CMPR and CMPR2 (hereinafter the "relays").  
  
 Phasetronics and Apollo desire to enter into this Agreement whereby Apollo  
will supply the relays to Phasetronics for distribution by Phasetronics under  
the Motortronics trade name.  
  
 NOW, THEREFORE, in consideration of the premises, covenants, and terms set  
forth herein, the parties agree as follows:  
  
 1. RECITALS. The Recitals set forth above are true and correct and are  
incorporated herein by reference.  
  
 2. APOLLO'S RESPONSIBILITIES. In furtherance of this Agreement, Apollo  
agrees to do the following:  
  
 a. Apollo shall supply CMPR and CMPR2 motor protection relays to  
Phasetronics during the term of this Agreement for the net price per relay in  
accordance with the attached price list set forth in Exhibit "A" attached  
hereto, f.o.b. Apollo's plant. Apollo shall cause all relays supplied to  
Phasetronics under this Agreement to be labeled with the Motortronics name in  
accordance with a design to be supplied by Phasetronics. Phasetronics has the  
right to distribute the relays under the Motortronics name on a world wide  
basis. Phasetronics rights are not exclusive and shall not prohibit Apollo from  
marketing and/or distributing the relays under its own or another name.  
  
 b. Apollo shall supply the relays in the quantities and at the times  
requested by Phasetronics within fourteen days from receipt of an order from  
Phasetronics.  
  
  
  
 c. Apollo shall supply adequate training to Phasetronics engineers  
and sales personnel in the use, repair and maintenance of the relays. Apollo  
further agrees to supply operating manuals and trouble shooting guides for the  
relays and shall, upon request by Phasetronics, supply other technical data  
pertaining to the relays.  
  
 d. Apollo warrants that the relays shall conform to high standards  
of quality and will conform to the technical specifications set forth in Exhibit  
"B" to this Agreement. Apollo shall warrant to Phasetronics and to the  
customers of Phasetronics that the relays are free from material an construction  
defects for a period of eighteen months after delivery to the customer.  
  
 3. PHASETRONICS' RESPONSIBILITIES. In furtherance of this Agreement,  
Phasetronics agrees to do the following:  
  
   
 a. Phasetronics shall pay the price for the relays set forth in  
Section 2a above within thirty days from the date of invoice for each shipment.  
  
 b. Phasetronics shall not alter or modify the relays in any manner  
without the written permission of Apollo. This shall not prohibit Phasetronics  
from repairing a relay as needed.  
  
 4. SPECIFICATIONS. The specifications for the CMPR and CMPR2 relays are  
set forth on Exhibit "B" which is attached hereto and incorporated herein by  
reference.  
  
 5. TERM OF AGREEMENT. This Agreement shall terminate two years from the  
date hereof unless terminated by a written mutual agreement of the parties prior  
to such date.  
  
 6. ASSIGNMENT. Apollo shall not assign, subcontract or delegate its  
rights or responsibilities under this Agreement without the written permission  
of Phasetronics, which it may give or withhold in its sole discretion.   
Phasetronics may assign its rights and obligations under this Agreement.  
  
 7. ATTORNEYS FEES. In the event that either party institutes an action  
to enforce the terms of this Agreement, the successful party in any such action  
shall be entitled to recover its reasonable costs and attorneys fees for such  
action.  
  
 8. ENTIRE AGREEMENT. The terms and provisions contained herein  
constitute the entire agreement between the parties with respect to the subject  
matter hereof. This Agreement shall not be modified except in writing, signed  
by both parties.  
  
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 9. GOVERNING LAW. This Agreement shall be governed and construed in  
accordance with the laws of the State of Florida and any action brought to  
enforce the terms of this Agreement shall be brought in the appropriate court of  
competent jurisdiction located in Pinellas County, Florida.  
  
 10. SEVERABILITY. Should any part of this Agreement for any reason be  
declared by a court of competent jurisdiction to be invalid, such decision shall  
not affect the validity of the remaining portion, which shall continue in full  
force and effect as if this Agreement had been executed with the invalid portion  
eliminated therefrom. In the event that a portion of this Agreement shall be  
declared to be invalid, the parties agree that they shall, in good faith,  
negotiate with one another to replace such invalid provision with a valid  
provision as similar as possible to that which had been held invalid to the  
extent permissible by applicable law.  
  
 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
on their behalf as of the date first above written.  
  
  
Witnesses: Phasetronics, Inc., a Florida   
 corporation  
  
  
/S/ By: /S/   
------------------------------------ ---------------------------  
 Name:Xxxxx X. Xxxxxxxx  
 Title: President  
/S/   
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 Apollo International of   
 Delaware, Inc., a Delaware   
 corporation  
  
  
/S/ By: /S/   
------------------------------------ ---------------------------  
 Name:Xxxxx Xxxxxx  
 Title:President  
/S/   
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