

MANUFACTURERS' AGENT AGREEMENT

BETWEEN:
.....
.....

O1 (hereinafter referred to as the "Manufacturer")

AND:
.....
.....

(hereinafter referred to as the "Agent")

(the Manufacturer and the Agent hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Manufacturer operates a business involved in the manufacturing of various goods, and wishes to have all (or part) of them sold through a manufacturers' agent;

WHEREAS the Agent wishes to represent the Manufacturer in order to sell the goods hereinafter described, for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 2.01 Sale Agency

Provided the Agent will comply with the provisions stated in this Agreement, the Manufacturer grants him the sale agency of the goods described in Schedule "....." of this Agreement (hereinafter referred to as the "Goods").

O3 2.02 Geographical Territory

The intended geographical territory for the sale of Goods is:

.....
(hereinafter referred to as the "Territory").

3.00 CONSIDERATION

O4 3.01 Commission

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The Manufacturer shall pay the Agent a commission of per cent (.....%) of the net sale price of the Goods (i.e. after any discount and before any tax, transportation, delivery and installation fee), for any order taken by the Agent and approved by the Manufacturer.

OR

The Manufacturer shall pay the Agent a commission established in Schedule "....." of this Agreement and calculated on the net sale price of the Goods (i.e. after any discount and before any tax, transportation, delivery and installation fee), for any order taken by the Agent and approved by the Manufacturer.

05 3.02 Conditions of Payment

The commission is payable to the Agent by the Manufacturer within a delay of (.....) days following the payment of any order.

3.03 Exchange Rate

The commission payable to the Agent by the Manufacturer is calculated on the net sale price, in dollars. If the payment of any invoice sent to the clients by the Manufacturer is made in foreign currency, the commission is then calculated on the payment received, converted in currency, according to the current exchange rate prevailing on the day the said payment is received.

4.00 SPECIAL PROVISIONS

4.01 Price List

The current price list of the Goods is attached as Schedule "....." of this Agreement. Prices are subject to be revised from time to time by the Manufacturer. Therefore, any new price list shall be forwarded to the Agent, at least (.....) days before it becomes effective.

4.02 Orders Approval

The Manufacturer reserves his right to approve or refuse any order taken by the Agent. This acceptance or refusal by the Manufacturer shall be based on the clients' solvency, credit experience or payment abilities, the possibility to fulfill the orders within the delays requested by the clients or on the compliance to the price list or the sale policies as stated by the Manufacturer.

4.03 Repeated Orders

The Agent shall receive his commission for any repeated order by the clients and accepted by the Manufacturer, whether or not the clients order through the Agent.

4.04 Absence of Commission

No commission shall be payable to the Agent by the Manufacturer for Goods' accessories or spare parts, ordered by the clients following their original order.

06 4.05 Minimal Amount of Orders

On a basis as from the date this Agreement comes into force, the Agent shall take orders, approved by the Manufacturer, totaling at leastdollars (\$.....).

4.06 Manufacturer's Obligations

The Manufacturer undertakes and binds himself towards the Agent to:

- a) manufacture the Goods of competitive quality and in sufficient quantity;
- b) keep an adequate stock of Goods, according to its means of production;

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