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Sales Exclusivity Agreement

State of Alabama

BACKGROUND:

A. This Sales Exclusivity Agreement is made effective as of the following date: _____, by and between the following seller (the "Seller"):

_____

of

_____

and the following buyer (the "Buyer"):

_____

of

_____

B. WHEREAS, Buyer and Seller desire to enter into an exclusive agreement with regard to the purchase of goods, hereinafter referred to as the "Product."

C. WHEREAS, Buyer and Seller are entering into this Agreement in good faith and are relying on its terms.

Now, therefore, for and in consideration of the mutual covenants contained in this

Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PRODUCT.

1. Buyer agrees to exclusively buy the following goods (the "Product") in accordance with the terms and conditions of this Agreement:

_____

II. EXCLUSIVITY.

2. Exclusivity shall mean a period beginning on the following date: _____ and ending on the following date: _____.

3. During the exclusivity period, the Buyer will not directly or indirectly, through any employee, agent, or other otherwise, and will not permit any of its agents to solicit, initiate, or encourage any offers or proposals relating to the purchase of the above-mentioned product.

4. Buyer and Seller agree that during the exclusivity period, Buyer shall purchase Product exclusively from Seller and not from any other vendor.

III. MINIMUM RESALE PRICE.

5. Seller reserves the right to maintain and enforce the minimum manufacturer's recommended sales price (MRSP) for all goods described in this Agreement.

6. The Buyer agrees to sell all goods for at least the following MRSP: $2 (two US dollars) during the entire term of this Exclusivity Agreement unless both Parties agree to different in writing.

IV. PRODUCT PRICE.

7. For the sale of the Product, Buyer agrees to pay and Seller agrees to accept the following total amount, regardless of the number of shipments: $2 (two US dollars) (the "Purchase Price"). This Purchase Price is exclusive of any applicable taxes.

8. A deposit of the following amount is required: $2 (two US dollars) ("Deposit"). The

Deposit will be due on _____.The Deposit is not refundable.

9. After the Deposit is paid and delivery of the Product is made effective as described below, Buyer will pay the remainder of the Purchase Price to Seller.

10. The Seller and the Buyer each acknowledge the sufficiency of the Purchase Price as consideration.

11. Unless otherwise explicitly agreed to by each of the parties, any sales tax or other similar tax, such as use or excise tax applicable to the sale of the Product will be paid by the Buyer, or the Buyer agrees to provide the Seller with a legitimate and acceptable tax exemption certificate.

V. SHIPMENT AND PURCHASING MINIMUMS.

12. As good and valuable consideration for the agreement made herein, the Buyer contracts that they will purchase the following minimum of products from the Seller as described below:

_____

VI. INVOICING AND PAYMENT.

13. The Purchase Price will be paid in only one of the following methods of payment:

_____

14. Unless the Parties have agreed otherwise through a written addendum to this Agreement which has been duly executed, the Purchase Price will be due to the Seller immediately upon receipt of the Product.

15. Buyer will receive the following type of discount under the following circumstances:

_____

16. If any invoice is not paid when due, the Buyer will be charged a late fee of $2 (two US dollars).

17. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

18. In addition to any other right or remedy provided by law, if Buyer fails to pay for the Product when due, Seller has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

VII. DELIVERY.

19. Time is of the essence in the performance of this Agreement.

20. Seller will arrange for delivery by a carrier chosen by Seller.

21. Title to and risk of loss of Product shall pass to Buyer upon delivery F.O.B. at Seller's address to an agent of Buyer including a common carrier, notwithstanding any prepayment or allowance of freight by Seller.

VIII. PRODUCT STANDARDS.

22. The Product shall comply with industry standards.

IX. WARRANTY.

23. Seller warrants that the Product shall be free of substantive defects in material and workmanship.

24. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. INSPECTION.

25. Buyer, upon receiving possession of the Product, shall have a reasonable opportunity to inspect the Product to determine if it conforms to the requirements of this Agreement.

26. If Buyer, in good faith, determines that all or a significant portion of the Product is non-conforming, Buyer may return the Product to Seller at Buyer's expense.

27. Buyer must provide written notice to Seller of the reason for rejecting the Product.

28. Seller will have 2 days from the return of the Product to remedy such defects under

the terms of this Agreement.

XI. CONFIDENTIALITY.

29. The term "Confidential Information" shall include any proprietary information, in whatever form, that:

(a) is provided by either Party to the other, including information regarding the Party's businesses, finances, prospects, operations, products, employees, technologies, contact lists, and financial models (including not only written information but also information transferred verbally, visually, electronically or by any other means); or

(b) concerns any agreements that Seller may aid Buyer in entering into in the course of their providing services; or

(c) consists of analysis and/or any other internal non-redacted memoranda, or other documents prepared by either Party derived from, or including material portions of, the Confidential Information.

30. Confidential Information shall not include any information that:

(a) is already known to the Party at the time of its disclosure;

(b) is or becomes publicly known through no wrongful act of a Party; or

(c) is communicated to a third party with the express written consent of the concerned Party.

31. The Seller shall safeguard and keep confidential the Confidential Information and shall not disclose any Confidential Information to any other person or entity.

32. The Seller shall not use the Confidential Information for any purpose other than those related to the services they provide to the Buyer.

33. All such Confidential Information and any copies obtained thereof shall be returned to the Buyer promptly upon its written request and shall not be retained in any form by Seller.

XII.

XIII.

XIV. FORCE MAJEURE.

34. If performance of this Agreement or any other obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control, and if the Party unable to carry out their obligations gives the other Party prompt written notice of the circumstances, then the obligations of the Party invoking this provision shall be suspended to the event necessary by such circumstances.

35. The term "Force Majeure" shall include, but is not limited to, acts of God, fire, explosion, vandalism, flood, storm, illness, injury, earthquake, general unavailability of essential materials, orders of military or civil authority, national emergencies, riots, strikes, lock-outs, work stoppages, or other labor disputes or supplier failures.

36. The Party excused by such events shall use all reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

37. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such Party, or its employees, officers, agents, subsidiaries, or affiliates.

XV. TRANSFER OF RIGHTS.

38. This Agreement shall be binding on any successors of the Parties.

39. Neither Party shall have the right to assign its interests in this Agreement to any other Party, unless the prior written consent of the other Party is obtained.

XVI. NOTICE.

40. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

XVII. ENTIRE AGREEMENT.

41. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

XVIII. SEVERABILITY.

42. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

43. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIX. AMENDMENT.

44. This Agreement may be modified or amended if and only if the amendment is made in writing and signed by both Parties.

XX. WAIVER OF CONTRACTUAL RIGHTS.

45. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XXI. APPLICABLE LAW.

46. This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

_____

_____, *Seller*

Date: _____

_____

_____, *Buyer*

Date: _____