

# NON - EXCLUSIVE DISTRIBUTION AGREEMENT

This agreement is entered on the:

BETWEEN

(1) OASIS EVENT DOOR LTD situated at Charm Park, Wykeham, Scarborough, North Yorkshire, YO13 9QU, (herein after the "vendor")

AND

\*\*\*\*\*

## RECITALS:

The Vendor designs (all designs registered), manufactures and supplies a range of EURO SPEC MULTIWALL, Cassettes, Panels, Doors, Flooring and Accessories for the Marquee industry.

The Distributor is engaged in the sale and distribution of **Euro Spec Multiwall Doors and Windows**.

## **IT IS AGREED AS FOLLOWS:-**

### **1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise permits:

"Products" shall mean all Products produced, supplied or offered by the Vendor during the Continuance of this Agreement.

"Territory" shall mean \*\*\*\*\*

1.2 Any reference to any clause is a reference to a clause of this Agreement.

1.3 Any reference to persons includes a reference to firms, corporations or incorporated associations.

1.4 Any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes reference to the feminine and vice versa.

1.5 Headings and titles are used for ease of reference only and do not affect the interpretation of this agreement.

1.6 This Agreement shall be governed by and shall be construed according to English Law and the parties hereto submit and agree to the exclusive jurisdiction of the English Courts.

## **2. GRANT OF SALES RIGHTS**

2.1 The Vendor hereby grants to the Distributor and the Distributor accepts the Non Exclusive right to sell the products within the territory of \*\*\*\*\*

2.2 The distributor shall retain the right to distribute any other products, including products which may compete with the Vendors Products.

## **3. TERM**

The term of this Agreement shall be for a period of one (1) year, beginning on the date hereof. After this period, either party may terminate this Agreement by giving ninety (90) days written notice to either party, subject to those provisions contained in clause 7 below.

## **4. OBLIGATIONS OF THE VENDOR**

The Vendor:

4.1 shall use its best endeavours to meet confirmed, written orders by the agreed delivery date, subject to advanced indication of quantities required and stock availability.

4.2 warrants to the Distributor for the benefit of the distributor, its customers, dealers and end users that the products:

- 4.2.1. will be free from defects in material, workmanship, and design;
- 4.2.2. will perform in accordance with their intended use and in accordance with specifications and documentation provided with the products;
- 4.2.3. do not infringe upon any patents, copyright, trademarks, registered or unregistered designs, trade secrets or other intellectual property rights of others and that there are not any claims from third parties or proceedings pending or threatened which allege that the Products or the use thereof infringes such intellectual property rights.

## **5. OBLIGATIONS OF THE DISTRIBUTOR**

The Distributor shall:

5.1 list the Products in its catalogues, brochures, other printed sales material and on its website and make the products available to its customers;

5.2 market the Products in a commercially reasonable manner and will transmit Products information and promotional materials to its customers as reasonably as necessary;

5.3 monitor the competition and market conditions and keep the Vendor informed;

5.4 handle its customers Products enquiries and returns and batch such returns, if deemed to be faulty, subject to fair wear and tear, for return to the Vendor;

## **6. PRICE AND TERMS**

6.1 The Price and applicable discount, if any, for the Products shall be as set forth in Schedule 5.5 the Distributor shall not be bound to sell to its customers at any pricing levels suggested by the Vendor.

6.2 The Vendor shall have the right to change the list price of its Products upon giving sixty (60) days prior written notice to the Distributor. In the event that the Vendor shall raise the list price of Products, all orders places prior to the effective date of the price increase shall be invoiced at the lower price.

6.3 Terms of payment for any order will be based on telegraphic transfer (T/T) prior to shipment of the products. The vendor retains ownership of the Products until such time as the Products are paid for.

6.4 All prices quoted are ex-works, delivery and any applicable taxes are excluded.

6.5 The products prices offered herein are equivalent to or more favourable than the most favourable price terms available to any distributor to whom the Vendor sells and will remain so throughout the continuance of this agreement.

## **7. TERMINATION**

7.1 If either party shall be in material breach of this Agreement and shall have failed to remedy such breach within thirty (30) days of receipt by it of a written notice from the innocent party specifying the breach and the steps required to remedy it, the innocent party shall by further written notice be entitled to terminate this Agreement forthwith.

7.2 This Agreement shall automatically terminate without notice being given by either party to the other in any of the following events:

7.2.1 if either party makes voluntary arrangement under an insolvency or bankruptcy order with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than a members' voluntary winding up for the purposes of amalgamation or reconstruction);

7.2.2 an administrator or other receiver is appointed in respect of any of the property or assets of either party.

7.2.3 if any third party take action (including but without limitation the commencement of legal proceedings to enforce or for close any lien or mortgage over or in respect of any property of either party to forfeit any estate or interest of either party) or enters or seeks to enter into possession of either party's premises.

7.3 The rights and remedies provided by the parties in this Clause 7 shall be without prejudice to any other rights and remedies provided by this Agreement or by Law.

7.4 Termination of this Agreement for whatever reason shall not affect the accrued rights or liabilities of the parties in connection with this Agreement as at the date of termination.

## **8. CONFIDENTIALITY**

8.1 Each party undertakes with the other that it shall keep confidential all information ie. Technical Drawings and Technical Data both written and verbal concerning the Products intellectual property rights and the business and affairs of the other party that it shall have obtained or received as a result of the discussions leading up to it or the entering into of this Agreement or it shall obtain or receive during the continuance of this Agreement save that which:

8.1.1 it is necessary to disclose to its own employees under its direct control or supervision to ensure the efficient operation of its business;

8.1.2 is trivial or obvious or already in its possession other than as a result of breach of this Clause; is in the public domain other than as a result of a breach of this Clause; and shall take all steps from time to time as shall be necessary to ensure compliance with the provisions of this Clause by its employees, agents, sub-contractors and any person directly or indirectly under its control.

8.2 The restrictions contained in this clause shall continue to apply after the expiration or termination of this Agreement without limit in point of time.

8.3 This article will not apply to any information that has to be disclosed to Any authority (Court, any official administration, any State, EC institution).

8.4 Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

Signed:.....

## **9. FORCE MAJEURE**

If the performance of this Agreement or of any obligation hereunder is prevented, restricted, or interfered with by reason of any cause beyond control of the affected party, including but not limited to fire, flood, riot, terrorist activity, strikes, or any Government action, the party affected, upon immediate notice to the other party, shall be excused from such performance to the extent of such presentation, restriction or interference provided that the party so affected uses its best efforts to avoid or remove such causes of non-performance and shall continue to perform hereunder with the utmost dispatch whenever such causes are removed.

## **10. ENTIRE AGREEMENT**

This Agreement and the Schedules hereto constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof, superseding any and all previous proposals, representations or statements – oral or written. Any previous Agreements between the parties pertaining to the subject matter of this Agreement are hereby expressly cancelled and terminated. The terms of this Agreement shall supersede the terms of any invoice or purchase order issued by either party. Any modifications of this Agreement must be in writing and signed by authorised representatives of both parties hereto.

## **11. SUCCESSIONS**

Neither party shall be entitled to assign the benefit or burden of this Agreement to a third party without the other party's prior written consent.

## **12. NOTICES**

Any notice to be given under this Agreement shall either be delivered personally or sent by first class recorded delivery/registered mail (airmail if Overseas), or tested telex or telefax or as an email attachment. The address for service of each party shall be the addresses set forth at the beginning of this Agreement or at such other addresses as the parties may designate by written notice.

AS WITNESS the hands of or for and on behalf of the parties hereto the day and first year written

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For and behalf of the **VENDOR**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For and behalf of the **DISTRIBUTOR**