

AGREEMENT FOR EXCLUSIVE RIGHT OF SUPPLY

THIS AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

BUYER
(the "Buyer")

OF THE FIRST PART

- and -

SELLER
(the "Seller")

OF THE SECOND PART

WHEREAS:

A. Buyer desires to engage Seller to [manufacture and] supply the following items on an exclusive basis:

(the "Products");

B. Seller desires to be the exclusive supplier of the Products to Buyer;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements between the parties, the parties hereto agree as follows:

1. Term

This Agreement shall be for an initial term of _____, commencing on the _____. Either party may renew this agreement upon giving the other party not less than ___ days' written notice prior to the termination of the Agreement.

2. Responsibilities of Seller and Buyer

Seller shall be the exclusive supplier to the Buyer of the Products, on the terms and conditions contained herein which shall govern all orders placed under this Agreement and no other terms or conditions shall be of any force or effect.

3. Prices

Prices and any additional terms or conditions of sale are as specified in the attached schedule(s). Prices for Products shall be determined by the quantity specified in each order, provided deliveries are taken upon completion of manufacture, and otherwise by the quantity of each delivery. Prices for quantities other than those listed in the schedule(s) shall be determined in accordance with the Seller's established prices for such other quantities, in effect from time to time. All prices are exclusive of applicable federal, state/provincial or local sales or other taxes.

THIS IS A 3-PAGE FORM.