

[to be prepared on letterhead of customer]

September 3, 2008

[name of addressee]
[address]

Re: Letter of Intent to Purchase Products

Dear Sirs:

[Name of Customer] ("Customer") and [Name of Supplier] ("Supplier") have entered into discussions to establish a business relationship, whereby Supplier would supply Customer with certain products as more particularly described in the Schedule attached hereto ("Products"). The purpose of this Letter of Intent is to summarize our discussions to date in this regard, and to confirm our respective intentions regarding the proposed relationship.

1. *Quality of Products.* All Products furnished pursuant to the business relationship between the parties will be of best quality and workmanship, safe for use and appropriate for the purpose for which goods of that kind are normally used, will conform to all appropriate specifications and standards, will conform in all respects to any statements made on the containers or labels or advertisements for such Products, will be free from defects in material and workmanship, and will be adequately packaged, marked and labeled.
2. *Best Price.* The prices and terms associated with the Products will be not less favorable than those which Supplier currently extends to its best customers on the same or similar Products in similar quantities. In the event that Supplier reduces its price or offers more favorable terms for such Products to other customers during the term of the business relationship, Supplier agrees to offer the same terms and prices to Customer. All prices are quoted without additional charges (which include, without limitation, shipping, packaging, labeling, custom duties, taxes, storage fees, insurance, crating, freight, taxes and similar fees and charges).
3. *Final Agreement.* The parties agree to use good faith and their best efforts to conclude a binding vendor agreement on or before _____. In the event that a final agreement is not signed on or before such date for any reason, the parties shall each have the right to terminate the negotiations without liability to the other party.

THIS IS A 3-PAGE FORM.