

PRODUCT PURCHASE AGREEMENT

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

BETWEEN:

[NAME OF SUPPLIER]
[address]
(the "Supplier")

- and -

[NAME OF CUSTOMER]
[address]
(the "Customer")

RECITALS:

WHEREAS Supplier designs, develops, manufactures, and distributes certain products relating to _____ ("Products");

AND WHEREAS Customer is involved in the business of _____;

AND WHEREAS Customer wishes to purchase Products from Supplier, and Supplier has agreed to sell Products to Customer, on the terms and conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Term of Agreement

This Agreement shall become effective on the date first written above ("Effective Date") and shall remain valid for orders placed and delivered during the period of _____ [months/years] following the Effective Date (the "Term").

2. Acceptance of Orders by Supplier

All orders for Products shall be made by way of written purchase order, and are subject to acceptance in writing by a duly authorized agent of Supplier. The written acknowledgement of receipt of a purchase order shall not, in and of itself, constitute such acceptance. Upon acceptance by Supplier, each purchase order shall constitute a valid and binding contract between Supplier and Customer in accordance with the terms and conditions of this Agreement. In the event of a conflict between the terms of any such purchase order and the terms of this Agreement, this Agreement shall prevail.

In order to be accepted by Supplier, purchase orders (i) must be signed by Customer, (ii) must be received and accepted at least ____ days prior to the requested date of shipment, (iii) must not have a value of more than \$_____ for any single purchase order, and (ii) must specify the Products ordered, the purchase price, the delivery address, and requested delivery schedule.

3. Availability

Supplier does not guarantee to Customer the availability of any Products and Customer expressly releases Supplier from any liability arising out of or by virtue of the failure of Supplier to accept purchase orders or to fill any previously accepted purchase orders of Customer due to the unavailability for sale of any of the Products ordered.

4. Cancellation, Rescheduling of Orders

Orders accepted by Supplier may be cancelled by Customer upon written consent of Supplier and provided such order is not for Non-Standard Products. Non-Standard Products are defined as Products which are special orders, custom orders, orders for non-standard products, products not customarily in stock or orders for value-added products. Customer understands that Non-Standard Products are obtained by Supplier from the manufacturer specifically for Customer. All orders for Non-Standard Products are non-cancelable and non-refundable.

In the event of cancellation or other withdrawal of an order for any reason, and without limiting any other remedy which Supplier may have as a result of such cancellation or other withdrawal, Customer shall pay Supplier's reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by Supplier. Any requests by Customer to reschedule are subject to acceptance by Supplier in its sole discretion. Orders may not be canceled or rescheduled after the order has been submitted by Supplier to the shipment carrier.

Supplier reserves the right to allocate sales of limited Products among its customers in its sole discretion. Product specifications and availability are subject to change without prior notice.