

Next

Short exclusive distribution agreement template

COMPUTER LEASE AGREEMENT

This Computer Lease Agreement (the "Lease") is made and effective [DATE].

BETWEEN: **[YOUR COMPANY NAME]** (the "Lessor"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

AND: **[LESSEE NAME]** (the "Lessee"), an individual with his main address located at / a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"):

[EQUIPMENT]

2. RENTAL

The total rental fee shall be [AMOUNT] for the term of [NUMBER] weeks dating from [DATE].

3. TITLE TO COMPUTERS

Title to the computers that are the subject matter of this lease shall be and remain with Lessor at all times during the term hereof.

4. MAINTENANCE OF MACHINES

Lessor guarantees, at its own cost and expense, to keep the computers in good working condition during the term of this lease.

Using
ADOBE® ROBOHELP® HTML 9

BOOK PRINT & DISTRIBUTION AGREEMENT

This publication agreement ("Agreement") made this _____ day of _____, _____, between _____ (the "Author/Publisher"), whose address is _____ and DigiCOPY (the "Printer") with respect to the work provisionally entitled _____(the "Work").

Article One
Rights Granted To DigiCOPY

Section 1.1 The Author/Publisher grants to DigiCOPY during the Term (as defined below) of this Agreement the right to:

A. Print and distribute through DigiCOPY's E-store the Authors titles in paperback throughout the world
B. Promote DigiCOPY's E-store using the agreed to titles as warranted.
C. Charge a fulfillment fee, plus applicable taxes, to the Author's customers upon time of order.
D. DigiCOPY will remit revenues collected through paypal minus fulfillment and taxes to the Author on a monthly basis.
E. Only books printed by DigiCOPY will be eligible for sale on DigiCOPY's E-store.

Section 1.2 Author/Publisher will retain worldwide copyright ownership in the Work and does hereby license to Publisher the rights described above.

Article Two
Printing Procedures

Section 2.1 The Author/Publisher agrees to print the Work in book form at his/her own expense, in the manner and format, and at the prices, DigiCOPY and the Author have agreed upon, subject to the following procedure:

A. DigiCOPY will provide two rounds of proofs at DigiCOPY's expense.
B. Additional proofs will be charged for at the rate determined in the printing quote, plus $50 set-up fee.
C. During the term of this Agreement, the Author agrees to purchase an initial run of 100 books at the agreed to price. DigiCOPY will retain books in stock and replenish, if needed, in minimum reorders of twenty.

Article Three
Copyrights

Section 3.1 The Author/Publisher shall (subject to the representations and agreements of the Author) imprint a proper United States copyright notice in each copy of the Work, sold or offered for sale by the Author in the United States, in compliance with the United States copyright law and the Universal Copyright Convention.

Section 3.2 The Author/Publisher shall apply for registration of the copyright in accordance with Section 1.2.

Article Four
Warranties and Indemnification

Section 4.1 The Author/Publisher warrants the following:

A. That the Work is entirely original, except for portions thereof for which legally effective written licenses or permissions have been secured, or verified to be in the public domain;
B. That Author/Publisher is the sole owner of all materials referenced in this Agreement, and that Author/Publisher has the full right and power to enter into this Agreement;
C. That this Agreement does not conflict with any arrangements, understandings, or agreements between the Author/Publisher or and any other person or entity;
D. That the Work is not defamatory or obscene, and contains no matter that is libelous, in violation of any right of privacy, or is otherwise in contravention of law, and will not be injurious to any reader, user, or third person.

Section 4.2 The Author/Publisher agrees to indemnify and hold DigiCOPY and its Affiliates (as defined below) harmless from any claim, demand suit, action, proceeding or prosecution (and liability, loss, expense or damage in consequence) asserted or instituted by reason of the publication or sale of the Work or the Author/Publisher 's exercise or enjoyment of any of its rights under this agreement or by reason of any warranty or indemnity made, assumed or incurred by the Author/Publisher in connection with the exercise of any of its rights under this agreement.



LICENSE AGREEMENT - LONG FORM

This License Agreement - Long Form (the "Agreement") is effective as of [DATE].

BETWEEN: [YOUR COMPANY NAME] (the "Licensor"), a company organized and existing under the laws of the State/Province of [STATE/PROVINCE], with its principal place of business at [YOUR COMPANY'S ADDRESS].

AND: [COMPANY NAME] (the "Licensee"), a company organized and existing under the laws of the State/Province of [STATE/PROVINCE], with its principal place of business at [COMPANY'S ADDRESS].

WHEREAS Licensor has developed, and is entitled to license to others including Licensee, a computer program called [PRODUCT NAME] (the "Software"), capable of running on [COMPUTER TYPE OR OS], and related user documentation (the "Documentation") (collectively, the Software and the Documentation constitute the "Work");

WHEREAS Licensee wishes to license the use of the Work, and Licensor has agreed to license such use, pursuant to the terms of this Agreement.

1. GRANT OF LICENSE

Licensor hereby grants to Licensee (to the extent Licensor has the right to grant such rights) a personal, non-transferable and non-exclusive license to use, in this Software code in executable object code format, on a single computer (the "Workstation") and in one human-readable printed Backup of the Workstation (the "Backup Copy"), the Software and Documentation (collectively, the "Work") licensor's right to use the Software contained or incorporated into the Software in the single workstation as a particular hardware (machine or subsystem) (corresponding to any express licenses under "Specific Use Permitted") in Schedule "A", including the Software for back up purposes thereof, form which computer(s) to use the Software. Unless otherwise provided under "Specific Use Permitted" in Schedule "A", one copy of the Documentation will be provided with the Work. At the written request of Licensee, additional copies of the Documentation will be provided to Licensee at Licensor's cost.

2. RESTRICTIONS ON USE

Licensee shall not at any time Software except to support such a use as permitted by Licensee's Workstation and to make one copy of the Software solely for backup purposes. Licensee shall not any of the Documentation for any purpose, for non-exclusive agreement or transfer, lease, export or grant a sub-license in writing. Licensee without the Software to any Person except as sole and authorized to do so as a result of writing. Licensee without the Software to whatever use it for other than Licensee's Workstation except as expressly provided for in Schedule "A". Licensee shall not reverse engineer, decompile or disassemble the Software. Licensee agrees that except as authorized herein, no one shall make any alterations to, prepare any copies from, copy, sell, lease or in any way distribute or transmit the Work



Ready for:[Client.FirstName][Client.LastName][Client. Company]Created by:[Sender.FirstName][Sender.LastName][Sender.Company] This EXCLUSIVE DISTRIBUTION AGREEMENT (this âagreementâ or this "Exclusive Distribution Agreement" © entered into force from [effective date] (the 'Expiration Date') by and between [Sender. Company] (âSupplierâ) and [Client. Company] (âDistributionâ.) The parties agree:1. Name name. Subject to the terms and conditions of this Exclusive Distribution Agreement, Supplier appoints Distributor and Distributor accepts such appointment and agrees to act as the exclusive distributor of supplier products supplier (defined below) in the geographical territory defined as follows (the 'Territory):b. Distributor agrees to exercise its best efforts to (a) promote the sale and obtain orders for the supplier's products in the Territory; (b) comply with the supplier's policies and procedures with respect to the purchase, sale and support of supplier's products; and (c) conduct your business in a way that reflects favorably at all times on the supplier's products and the good name, goodwill and reputation of the supplier or its affiliates. Distributor acknowledges and agrees that it has no rights or claims of any kind to Supplier's Products, or any aspect, except the rights that are created by this Exclusive Distribution Agreement. Distributor agrees that you do not owe and are not authorized to promote, resell, deliver, install, service or otherwise support Supplier Products outside the Territory. 2. The products and products of price providers consist of the items or classifications of items listed in this section below, and the purchase price or license fee for the Distributor of all products from suppliers delivered pursuant to this Agreement will be as set forth in this section below. 3. The Distributor of Approvals will obtain, on its own account, such approvals, certifications, authorizations and other authorizations, authorizations, all the necessary approvals to qualify the Supplier's Products for sale and use in the Territory for all purposes, both governmental and non-governmental (collectively, the "Approvals"), as soon as it is reasonably practicable; provided, however, that this Provider is not obliged to deliver any Supplier's Products unless and until © that the Distributor provides the Provider with satisfactory proof that such approvals have been obtained. The supplier agrees to cooperate with the Distributor to obtain such Approvals. The appointment of Distributor in Section 1 of this Agreement © an exclusive appointment to distribute the products in the territory. The supplier shall not advertise, solicit and make independent sales of Supplier's Products, support Supplier's Products or appoint additional distributors for Supplier's Products in the Territory. 5. Sales Goals The Distributor must make a reasonable commercial effort to buy and sell during each calendar year at least the value in DOMs of Supplier Products listed in this section below (the "Annual Target"). If the Distributor does not purchase and sell Meta Annual for a given calendar year, the Supplier may terminate this Contract with immediate effect by notifying the Distributor (but the Supplier cannot require the Distributor to buy or sell any additional products from the Supplier in order to comply with the Annual Meta). 6. Sales Outside the Territory Distributor should promote the sale of Supplier's Products in the Territory on its own website. Notwithstanding the previous sentence, the Distributor should not actively advertise or actively request orders from Supplier Products outside the territory. In case the Distributor receives an order from outside its territory, the Distributor will work with the Supplier to fulfill the order in a financially beneficial way © is to the Supplier, Distributor and distributor located in the region of origin of the (as determined by the Supplier at its sole© discretion and in accordance with applicable law). 7. 7. Third Agents The Distributor will not sell/license the Supplier's Products through © third party manufacturers (such as original equipment manufacturers, distributors, value added dealers or other resellers or agents) without the prior consent © written notice of the Supplier for the proposed relationship (including the specific terms of such relationship). 8. Orders All orders will be transmitted by the Distributor to the Supplier and will be subject to acceptance in writing by the Supplier. The supplier can (at his discretion) © Exclusive river) refuse to accept any order. Each order submitted will constitute an offer from the Distributor to purchase or license the Supplier's Products described in this order and, upon acceptance by the Supplier, will give rise to a contractual obligation on the Distributor to purchase or license these products in accordance with the terms and conditions laid down in this Agreement. The contradictory, inconsistent or additional terms or conditions contained in any order submitted by the Distributor will not be binding unless the Supplier specifically accepts such written terms or conditions. All expenses arising from the modification or cancellation of an order after acceptance by the Supplier, including cost of diversion, cancellation or re-ordering of consignments, and any reasonable rate of stock restitution, will be paid by the Supplier on request. The purchase price will be quoted and paid in US dollars to the Supplier at the address specified on the invoice. Unless otherwise agreed in writing between the parties, payment will be made by the Distributor by bank transfer before dispatch from the premises of the Supplier. Supplier products will be delivered to the EXW Supplies Facilities (Incoterms 2010). The risk of loss to the Supplier's Products will pass at the time of delivery to the named carrier at the Supplier's Facilities. Any transportation, insurance or handling costs, such costs will be invoiced to the distributor and will be reimbursed to the supplier by the distributor. 10. Security interest Whereas the passage of the title, Title, retain a warranty interest on all Supplier Products delivered to © the amounts for which the Distributor is© responsible under this Agreement have been received by the Supplier. The supplier has all rights to a guaranteed party, including the right to submit a financing statement under the Uniform Commercial Code or a uniform law in the territory to protect the supplier's security interests. In the event that the Distributor does not comply with its payment obligations, the Supplier shall have the right to enter into the Distributor's installations to regain possession of all Supplier Products in such installations, to recover all Supplier Products provided by the Distributor to its customers and associated supplies or software, and to seek any other existing solution in law or equity. The Distributor, on its own and on behalf of its customers, waives a specific hearing© and requires the exercise of such rights by the Supplier. 11. Resale and Expense PriceThe Distributor will set the sales price and license fees to which the Supplier's Products are sold or licensed by it in the Territory. The Distributor shall be responsible for the costs involved in the distribution of Supplier Products, including sales costs, import duties, any and all bank© charges, shipping and handling costs, installation or other operating expenses, credit letter costs, transfer fees and other costs associated with the payment, and taxes, regardless of their designation, except that the Distributor shall not be responsible for the taxes imposed on the Supplier's income. 12. Promotional LiteratureSupplier agrees to provide, in English, to the Distributor (via e-mail in pdf format) such descriptive literature, advertising materials, technical© manuals and promotional materials of for Supplier Products, since Supplier may, from time to time, have available for such purposes. The Distributor has the right to translate these materials into the Territory languages at its own expense. The supplier retains the property of allIncluding intellectual property rights on translated versions of materials. The distributor will be the only responsible for the accuracy of the translation and will provide the supplier a copy of each translated work. The distributor should review promptly (at distributor's expense) materials by notification of the supplier. The distributor will not be allowed to print, post or use letterhead, telephone cards, literature, signaling or other representations on behalf of the supplier (or any of its subsidiaries) or representing themselves itself as a supplier (or any of its subsidiaries) or to assume commitments on behalf of the supplier (or any of its subsidiaries) without the express and written authorization of the supplier. The distributor expressly agrees that no license of supplier use (or any of its affiliates - trade marks, commercial names, service marks or logotypes (collectively, the supplier trademarks)) By this Agreement. The Distributor may, however, to indicate in its advertising and marketing materials that it is distributor of supplier products and may, if necessary, use supplier commercial marks in their efforts sale / marketing. At the request of the supplier, the distributor will put in their advertisements, promotional brochures and other supplier product marketing materials, appropriate trademark warnings, copyright and patent. The supplier reserves the right to Review the marketing materials and sales of the distributor before your publication or use. No right will be acquired by the distributor as a result of such use or reference, and all these rights, including goodwill, reverter in favor of the supplier and will be invested in the supplier. When ceasing this Agreement for any reason, the distributor shall immediately cease the use of trade marks Supplier, as permitted in this Section, and will immediately take all appropriate and necessary measures to (a) remove and cancel any listings in public records, phone lists, other lists, remove any visual displays or literature at the Distributor Distributor the Internet and other places that would indicate or lead the public to believe that the Distributor is the Supplier representative (or any of its subsidiaries) or the Provider's products or services (or any of its subsidiaries); and (b) to cancel, abandon or transfer (as requested by the Provider) any licenses of products, registrations of trade names, orders or registrations of trademarks or other records to the Governments of the Territory (whether such registrations have been authorized by the Provider or In case of failure to comply with this paragraph by the Distributor, the Supplier may require such removals, cancellations, abandonments or transfers on behalf of the Distributor. The Distributor shall provide assistance and reimburse the Provider for the expenses incurred in applying this paragraph. 14. Third Party Infrastructure O Distributor will fully cooperate with and assist the Provider in his efforts to protect the intellectual property rights of the Provider within the Territory and exercise reasonable efforts to immediately detect and warn the Provider if the Distributor is aware of any infringement of any patents, trademarks, copyrights or other intellectual property rights held or used by the Provider. The vendor may provide the Distributor with certain confidential or proprietary information (“Private Information”). Confidential Information includes information, whether written, electronic or oral, that the Distributor knows or should reasonably know that it is exclusive, confidential or a commercial secret of the Provider, including any technical or commercial information, the Software, including its source codes and documentation, specifications and design information for the Supplier Products,of service, customer lists, price information, marketing information, policies, procedures and manuals concerning distributors or distributors'channels of distribution, research and and other property matters related to the Supplier's Products or the Supplier's business. The Distributor will refrain from using the Confidential Information except to the extent necessary to exercise its rights or fulfil its obligations under this Agreement. The Distributor will also restrict its disclosure of the Confidential Information to those who need to know such Confidential Information so that the Distributor can fulfil its obligations and enjoy its rights under this Agreement. Such people will be informed and agree to the provisions of this Section and the Distributor will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. at the end of this Contract (or before, at the request of the Supplier), the Distributor will cease to use all the Confidential Information and will immediately return to the Supplier (or destroy, at the request of the Supplier) any documents (written or electronic) in its possession or under its control that constitute Confidential Information. During the lifetime of this Contract and subsequently, neither the Distributor nor the Distributor's employees, independent contractors or other agents shall undertake reverse engineering, dismantle or otherwise dismantle the Supplier's Products of own products or of any other information made available to them, or (b) otherwise use any of the Confidential Information or Form of the Supplier to support, maintain or provide other services to third party products or services. 16. Compliance with the Laws under its obligations under this Contract, the Distributor agrees to comply with all federal, state, local and foreign laws, constitutions, statutes and ordinances of any governmental authority that may be applicable to the Distributor, Its activities under the Contract or Supplier Products, including all applicable export control laws and regulations. The Distributor agrees to carry out all such additional acts and perform all such additional additional acts supplier can reasonably request in accordance with such compliance. 17. Product WarrantiesManufacturing Limited Warranty. The supplier warrants for a period of [Supplier Warranty Days] days after delivery of the Products (the "Warranty Period") that the Products will be free from defects in material and workmanship. The obligation of suppliers under this warranty will be to provide, No charge to the Distributor, replacement products. Defective Products must be returned to supplier (at distributor cost) in order to receive warranty replacement (unless Supplier determines that such return is not necessary© necessary) and will become the property of the Supplier. In the case of a warranty claim being made, the Distributor must follow the procedures established by the Supplier from time to time.Good Title Guarantee. Supplier agrees to indemnify Distributor of any liability to third parties for infringement of United States patents, copyrights, trademarks or trade secrets of America in respect of Supplier© Products sold/licensed by distributor under this Agreement. This obligation does not extend to any foreign patents, copyrights, trademarks or trade secrets or any Supplier Products manufactured or modified by Supplier to meet the specifications of the Distributor or a customer. The supplier will have, In your choice, the sole and exclusive control over the defense, resolution and commitment of any claims for infringement. If the distribution of Supplier Products is adamenous by a infringement complaint, or if it is likely that it is ordered or found by infringement, the Supplier may, at its sole discretion and its sole option: (i) acquire the Distributor the right to continue distributing the Products of the Provider; or (ii) modify the Products of the Provider in order to make them non-infringement; or (iii) replace themProducts; iv) refund the price paid by the distributor for the supplier products in its possession, subject to their return by the distributor and terminate this Agreement with respect to the products allegedly ilÃcitos. THIS SUBSECÃÃO declares all LIBILITY OF SUPPLIFICATOR with respect to THE INFRINGEMENT OF ANY DOME, RIGHT, TRADEMARK RIGHT, SECRET TRADE OR OTHER RIGHT OF INTELIGUAL PRODUCT FOR A SUPERIOR PRODUCT. Disclaimer! Unless otherwise made available in this section, the supplier shall not carry out any other vigilance, promise or obstruction with respect to complementary products, use, replacement or performance. The supplier disagrees with any attitude of war, promise or objection that the complementary products will be set on fire for any specific use or purpose, with respect to the fact that this use or purpose is known to provide or not. SUPPLIER HEREZA ALL OTHER RIGHTS, PROMES AND OBLIGATIONS, EXPRESS ÃES, IMPLICADAS OR ESTATUTORIALS, INCLUDING ALL WAR DEVICES, PROMESES AND OBLIGATIONS RELATING TO A TRANSLATION COURT OR MACHINING. The orders established for this sector are intended exclusively for the benefit of the deflector. All classes under this Agreement will be held by DISTRIBUTOR and cannot be held by DISTRIBUTORIAS CUSTOMERS. Guarantees distributor-pays. The distributor agrees, at its cost, to provide its customers, in the minimum, with the same substantially unique guarantees set forth in Subsection 17.a). The distributor will assume all costs involved in providing any additional guarantees. Every month, the distributor sends an e-mail to the Supplier a bearing hand, a non-binding sales forecast of the expected sales of complementary products territory. In© addition, the distributor must provide this other information in time, in response to requests for information relating to the activities of Distributor Aham. Such applications may include, lists of prospects and status of long-term sales Information applicable to specific sales activities, competition data on the territory, product operational data and other information required by the supplier to effectively coordinate their international sales and marketing efforts. 19. The inspection of the register distributor shall keep accurate records of all its activities, to the extent of the reasonable necessary, to determine its compliance with the terms and conditions of this agreement, including accounting records, customer sales records and government records. The distributor must keep these records for at least a period of three years after their creation or preparation. During the period of this agreement and for a period of eighteen months following, the supplier has the right to inspect and monitor these records. 20. Term and term, unless anticipated termination provided for in this Agreement, the duration of this Agreement begins from the effective date and automatically expires at the end of [Expiration after the number of years] years after the effective date. Any party may terminate this Agreement as follows: Immediately after [Number of pre-warning days] days õ b) (b) in respect of any breach or failure to comply with this Agreement by the other party which has not been cured within [Number of days after delivery of the notice to the party allegedly in breach, specifying in particular the condition, act, omission or course of conduct which is claimed to constitute such breach or failure to fulfil obligations; (d) immediately, at the time of dissolution, insolvency or decision in the event of bankruptcy or assignment for the benefit of creditors by the other party or if the other party fails to carry out activities in the normal or normal course; Immediately, if required by law or by any rule, regulation, order, decree, decision or other governmental act of any government authority; or Immediatelyif the Supplier reasonably suspects that the Distributor has violated any of its confidentiality or protection of supplier property rights esh. By notice of rescision of this Agreement, for any reason, the following provisions shall apply: (a) the supplier has the right to immediately designate another distributor to serve existing customers and to continue sales efforts in territory ; (b) the supplier may continue to complete any distributor parcels which have been accepted by the supplier prior to the rescision of this Agreement in accordance with the terms and conditions of this Agreement; (c) all balances due by the dealer to the supplier shall be due immediately and due to the supplier; (d) the two parties refrain by at any time of any incompatible conduct with or likely to cause confusion with regard to the nature of their commercial relations; (e) all rights granted to the distributor pursuant to this Agreement shall cease and, where appropriate, revert to the supplier; EF) the supplier, its exclusive criterion, has the right, but not obliged (unless otherwise in contrary by law), inspect and recompose all or any quantity of supply products (including supply products for demonstration and the pieces for the service of supply products) which are then property or commissioned by the distributor, to lesser degree (i) the original prepaid paid by the distributor for these supply products, or (ii) to the price common to the distributor, and in accordance with Alionals I) or (ii), fewer repopulation or application charges applicable. The supplier has the right to assign this option to any other person who can appoint. The distributor will not be entitled to any consideration or compensation for loss of profits, goodwill, customers or other similar products or not, nor by advertising costs, samples or supplies , employee cessation, employs its salary and other articles or not. Under no circumstances should the distributor continue to represent itself as a supplier distributor or representative after its termination. The supplier will not have any liability to the distributor due to any termination by the supplier. Distributor must indemnify and conduct a harmless supplier of and against any liability, loss, damages and costs (including reasonable attorneys fees) arising from any Distributor claim or any third party standing in the distributor's right. contrary to the express terms of this section. 22. Distributor agrees to indemnify and maintain the harmless supplier of any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorney fees) attributable to the violation of this Distributor Agreement or to any grossly negligent, intentionally or illegal acts or omissions of the distributor, its officials, agents, subcontractors, resellers or representatives. 23. The relationship of the partiesDistributor is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or from supplier. Neither distributor nor supplier shall be entitled to participate in any contracts or undertakings on behalf of the other or to bind the other in any aspect, except as permitted by this Agreement. Neither is the party responsible, in the event of its performance of this agreement, or made it so difficult or expensive to be commercially impracticable, due to an act of God, labor dispute, unavailability of transportation, goods or services, government restrictions or actions, war (declared or undeclared) or other hostilities, or for any other event, condition or cause that is not predictable on the effective date and is beyond reasonable control of the party. It expressly agreed that any failure of the United States government issued a license required for the export of any supplier ordered by the distributor will constitute a major force event. In case of non-performance or delay in performanceFor any causes, the period allowed for the performance of the obligation applicable under this Agreement shall be extended by a period equal to the period of delay. However, the so late part should use its best efforts, without the obligation t o spend substantial amounts not required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of one party delayed by more than six months, the other party will have the right, which will be exercisable for the time being as the cause of that delay will continue t o exist, to terminate this agreement without responsibility for that © rmine. 25. LIMITATION OF RESPONSIBILITY DEPLIE In any event you will be liable for any indirect, special, exemplary, incidental or consequential loss or damage or for any profit lost, lost savings or loss of revenue suffered by or in any way connected with this Contract or the sale, Distribution or use of supplier products. Distributor will indemnify the supplier and the liability of any claims, demands, liabilities, suit or expenses of any kind arising from the sale, under-license or use of supplier products in the territory or by the customers of the Distributor. This section will survive the termination of this Agreement for any reason. 26. The Administrative Loans Agreement will be governed in all respect by the laws of the State of [State], USA, which will be applied without reference to any rule of conflict of laws under which a different law can be applied. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any purchases or transactions concluded in accordance with this Agreement. Place for any judicial actions brought by the parties to this Agreement with each other referred to or as a result of this Agreement © adequate only in an appropriate judicial body of State or in the United States District Court for the district of [State]. Distributor submits to the Distributor shall not have the right to assign any of his rights or delegate his obligations under this Agreement without the prior written consent of the Provider. Any assignment or delegation attempted without this written consent will be void and without any legal effect. This Agreement shall be binding on the parties to their authorized successors and assignors. 28. Divisibility In the event that any provision of this Agreement is inapplicable or invalid under any applicable law or is thus considered by applicable judicial or arbitral decision, such inapplicability or invalidity shall not render this Agreement inapplicable or invalid as a whole, and in that case such provisions shall be amended and construed in order to better fulfil the objectives of such an inapplicable or invalid provision within the applicable judicial law. 29. Construction The titles or titles preceding the text of the Sections and Subsections shall be inserted only by reference convenience, and shall not constitute a part of this Agreement, nor shall it affect the meaning, construction or effect of this Agreement. Both parties participated in the negotiation and drafting of this Agreement. This Agreement is executed in the English language and can be translated into another language only for informational purposes. In the event of an ambiguity or a matter of intent or interpretation, the English version of this Agreement shall prevail and this Agreement shall be construed as if it had been drawn up by both parties and no presumption or burden of proof shall arise which favours or distorts any party by virtue of the authorship of any of the provisions of this Agreement. 30. WarningIn addition to the notification, consent or other communication required or permitted under thiswill be written in English and will be considered given when (a) delivered personally; (b) sent by confirmed fac-mile transmission; or (c) sent by commercial mail with written check of receipt returned to sender. Warning, consent or other communications (but not process service) as well © m can be given by e-mail. Rejection or other refusal to accept or inability to deliver because of the amended address or number of facsimile from which n o warning has been given should be considered to constitute receipt of the notice, consent or communication sent. Names, addresses and numbers of facsimile for warnings (unless and until © that the written notification of other names, addresses and fax numbers are provided by both parties) below. This Agreement and the exposition attach heretic (which © specifically incorporated here by this referral) © m the full and complete agreement between the parties on the subject here. Replaces all negotiations in practice © courses, representations and proposals, written or otherwise, concerning their subject matter. Any amendments, revisions or amendments to this Agreement shall be drawn up in a written form signed by authorised representatives of both parties. Distributor acknowledges and agrees that any failure on the part of the supplier to impose at any time or for any period of time, any of the provisions of this Agreement will not be considered or interpreted to be a waiver of such provisions or the right from then on to apply all evidence. This Contract can be made in several counterparties, each of which will be considered an original. The provisions of this Agreement which, by express terms of this Agreement, will not be fully implemented during the term of this Agreement, will survive the termination of this Agreement, to the extent applicable. In witnessing the parties caused this exclusive distribution agreement to be executed and delivered by their duly authorised / DD / YYYY[Sender.Name.Surname][Sender.Surname][Client.Company]MurderMM / DD / YYYY[Client.Name.Appeal][Client.Appeal] YYYY [Client.Name.Last name][Client.Name][Client.Name.Surname

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