Agreement

**The present Contract is entered into between**

* name, with address at address, incorporated under the laws of incorporation and with company, registration or identification number company number

hereinafter referred to as **the Manufacturer**

**and**

* name, with address at address, incorporated under the laws of incorporation with company, registration or identification number company number

hereinafter referred to as **the Distributor**,

with either party being referred to as **“a Party”** or, cumulatively, **“the Parties”**.

Warranties and representations

## Neither the execution of this Contract, nor compliance with the obligations of the Distributor or the Manufacturer hereunder, will violate any applicable law or regulation or will conflict with any agreement to which the Distributor or the Manufacturer, respectively, is or are a party.

## The decisions and approvals in relation to executing this Contract have been taken or granted by authorised representatives of either Party.

Waiver

## None of the terms of this Contract shall be deemed to have been waived by either Party unless such waiver shall be in writing and signed by a duly authorized officer of this Party.

## The situation where a Party does not or extends the time to claim, invoke or apply a right, sanction or procedure, shall not be considered to constitute a waiver or renunciation of rights.

## Unless explicitly specified otherwise, the rights and remedies of a Party under this Contract apply cumulatively with and do not exclude any other rights and/or remedies granted to such Party under this Contract and/or applicable law.

Subcontracting

## The Distributor may call in a subcontractor. In such event, the Distributor remains fully responsible for the execution of this Contract in accordance with the terms thereof.

## The provisions in the subcontracting agreements are not applicable to the Manufacturer.

Assignment

## The right to buy and sell the Product herein granted to the Distributor is personal to the Distributor. This Contract is not assignable or transferable by the Distributor, without the prior written consent of the Manufacturer, such consent however not to be unreasonably withheld by the Manufacturer. Should the Manufacturer thus withhold its consent, the Manufacturer shall motivate such decision in writing.

Entire agreement

## It is declared by the Manufacturer and the Distributor that there are no oral or other agreements or understandings between them affecting this Contract or related to the sale of the Product in the Territory, except such as expressly referred to in this Contract or such as may be contained in the warranty policy of the Manufacturer or sales orders relating to the Product.

Force majeure

## No Party to this Contract shall be liable or responsible in any manner to the other for failure(s) to perform its obligation under this Contract when the same is due to or the result of strikes or other labour troubles, fires, floods, material or labour shortages, embargoes, stoppages in transit, direct or indirect acts, regulations or orders of government, war, sabotage, acts of God or the public enemy and other causes beyond the control of the defaulting party.

Applicable law and competent court

## This Contract is subject to the law of Jurisdiction. The courts of Forum shall be exclusively competent to take cognisance of any dispute flowing from this Contract.