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RESELLER AGREEMENT

This **Reseller Agreement** ("Agreement") is made and entered into as of **[Effective Date]**, by and between:

- **[Supplier's Name]**, a company incorporated and existing under the laws of **[Country/State]**, with its principal place of business at **[Address]**, hereinafter referred to as the **"Supplier"**; and
- **[Reseller's Name]**, a company incorporated and existing under the laws of **[Country/State]**, with its principal place of business at **[Address]**, hereinafter referred to as the **"Reseller"**.

RECITALS

WHEREAS, the Supplier is engaged in the business of manufacturing and supplying the **[Products]**, as described in **Schedule A**;

WHEREAS, the Reseller desires to obtain the right to **resell** the Supplier's Products within the defined **Territory**, subject to the terms set forth in this Agreement;

WHEREAS, the Supplier agrees to authorize the Reseller to resell the Products under the terms and conditions specified herein;

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

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Products"

The term **"Products"** refers to the goods, merchandise, or equipment manufactured and supplied by the Supplier and made available for resale by the Reseller. A complete list of Products covered under this Agreement is provided in **Schedule A**.

1.2 "Territory"

The term **"Territory"** refers to the specific geographic region(s) in which the Reseller is authorized to market, sell, and distribute the Supplier's Products. The designated Territory is detailed in **Schedule B**.

1.3 "End Customers"

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The term **"End Customers"** refers to individuals, companies, or entities that purchase the Products from the Reseller for their own use and **not for further resale**.

1.4 "Minimum Purchase Requirement"

The term **"Minimum Purchase Requirement"** refers to the mandatory volume of Products that the Reseller is required to purchase from the Supplier within a specified timeframe. These purchase thresholds are set forth in **Schedule C**.

1.5 "Intellectual Property"

The term **"Intellectual Property"** refers to all trademarks, trade names, patents, copyrights, designs, logos, business names, and proprietary technology belonging to the Supplier.

1.6 "Confidential Information"

The term **"Confidential Information"** means all non-public business, financial, technical, or commercial information, including but not limited to:
a) Product formulas, designs, specifications, and production processes.
b) Pricing structures, marketing strategies, and business plans.
c) Customer lists, supplier relationships, and sales data.
d) Any other proprietary or sensitive information disclosed by one party to the other in connection with this Agreement.

1.7 "Resale Price"

The term **"Resale Price"** refers to the price at which the Reseller sells the Products to End Customers, which may be subject to the Supplier's **Minimum Advertised Price (MAP) Policy**, if applicable.

1.8 "Effective Date"

The term **"Effective Date"** refers to the date on which this Agreement becomes legally binding, as specified on the signature page.

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2. APPOINTMENT & SCOPE

2.1 Appointment

2.1.1 The Supplier hereby appoints the Reseller as a **[exclusive/non-exclusive]** authorized reseller of the Products within the designated **Territory** as specified in **Schedule B**.

2.1.2 The Reseller is granted the **non-transferable** right to purchase Products from the Supplier and resell them to **End Customers**, subject to the terms and conditions of this Agreement.

2.1.3 The appointment does **not grant the Reseller** any rights to:
a) Modify, alter, or rebrand the Products in any way.
b) Manufacture or produce any version of the Products.
c) Act as an **agent, distributor, or franchisee** of the Supplier beyond the scope of this Agreement.

2.2 Scope of Reseller's Activities

2.2.1 The Reseller shall actively promote, market, and sell the Products **only within the approved Territory** and through **approved sales channels**.

2.2.2 The Reseller is permitted to:
a) Market the Products through **physical retail stores, online platforms, and direct sales**.
b) Offer **customer support and after-sales services** related to the Products.
c) Use the Supplier's **marketing materials, trademarks, and branding** for promotional purposes, subject to compliance with the Supplier's brand guidelines.

2.3 Territory Restrictions

2.3.1 The Reseller is **strictly prohibited** from selling, distributing, or marketing the Products outside the designated Territory **without prior written approval** from the Supplier.

2.3.2 If the Reseller receives an order request from an End Customer located outside the approved Territory, it shall:
a) **Notify the Supplier immediately** and seek written instructions.
b) Redirect the customer to the Supplier or an authorized reseller in the respective region.

2.3.3 The Supplier reserves the right to:
a) Modify or reassign the Reseller's designated Territory upon **[30/60] days' prior notice**.
b) Appoint additional resellers or distributors in the Territory if market conditions require.

2.4 Exclusivity (If Applicable)

2.4.1 If the Reseller is granted **exclusive** rights within the Territory, the Supplier agrees that:
a) It shall **not appoint any other resellers or distributors** in the same Territory.
b) It shall **not sell the Products directly to End Customers** in the Territory, unless under special circumstances mutually agreed upon in writing.

2.4.2 The Reseller must meet the **Minimum Purchase Requirement** outlined in **Schedule C** to maintain its exclusivity.

2.4.3 If the Reseller fails to meet its sales obligations for **[X] consecutive months**, the Supplier reserves the right to:

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a) **Revoke exclusivity** and convert the Agreement to a **non-exclusive** arrangement.
b) **Terminate this Agreement** with **[30/60] days' written notice**.

2.5 Sub-Resellers & Third-Party Sales Restrictions

2.5.1 The Reseller **shall not**:
a) Appoint sub-resellers, third-party distributors, or franchisees without the Supplier's prior written consent.
b) Sell the Products on **unauthorized online platforms** (e.g., Amazon, eBay, Alibaba) without Supplier approval.
c) Engage in **wholesale transactions** where the buyer intends to resell the Products unless explicitly authorized.

2.5.2 The Supplier reserves the right to audit the Reseller's sales activities and channels to ensure compliance.

3. OBLIGATIONS OF THE SUPPLIER

3.1 Supply of Products

3.1.1 The Supplier agrees to provide the Reseller with the Products in accordance with the terms set forth in this Agreement.

3.1.2 The Supplier shall ensure that the Products:
a) Meet the specifications and quality standards outlined in **Schedule A**.
b) Are free from defects and comply with all applicable safety regulations and industry standards.
c) Are packaged in accordance with the Supplier's branding and labeling guidelines.

3.1.3 The Supplier shall use its **best efforts** to maintain an adequate stock of Products to fulfill the Reseller's orders in a **timely manner**.

3.2 Order Processing & Fulfillment

3.2.1 The Supplier shall process orders placed by the Reseller within **[X] business days** from the date of order confirmation.

3.2.2 The Supplier reserves the right to:
a) Reject any order if the Reseller is in **breach of this Agreement**.
b) Set a **minimum or maximum order quantity** for each purchase.

3.2.3 The Supplier shall notify the Reseller **immediately** in case of any anticipated delays in production or shipment.

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3.3 Pricing & Discounts

3.3.1 The Supplier shall sell the Products to the Reseller at the pricing structure outlined in **Schedule C**.

3.3.2 The Supplier may offer:
a) **Volume-based discounts** based on the quantity purchased.
b) **Seasonal promotions** or special pricing under mutually agreed terms.
c) **Loyalty incentives** for Resellers meeting or exceeding sales targets.

3.3.3 The Supplier reserves the right to revise the pricing with **[30/60] days' written notice**, except in cases of government-imposed price changes.

3.4 Marketing & Branding Support

3.4.1 The Supplier shall provide the Reseller with:
a) **Marketing materials** including brochures, banners, and digital assets.
b) **Training sessions** on product features, usage, and sales strategies.
c) **Brand guidelines** to ensure proper representation of the Supplier's trademarks and logos.

3.4.2 The Supplier may engage in **co-marketing initiatives** with the Reseller, including joint advertising campaigns or event sponsorships, as mutually agreed.

3.5 Warranty & After-Sales Support

3.5.1 The Supplier shall provide a **warranty period** of **[X] months/years** for the Products, covering **manufacturing defects and quality issues**.

3.5.2 The Supplier shall:
a) Repair or replace defective Products within **[X] days** of receiving a warranty claim.
b) Provide technical support or troubleshooting assistance for Reseller inquiries.

3.5.3 The Reseller shall handle **customer complaints and return requests**, following the Supplier's warranty policies as outlined in **Schedule D**.

3.6 Compliance & Regulatory Assistance

3.6.1 The Supplier shall ensure that all Products:
a) Comply with local and international **safety and regulatory standards**.
b) Are accompanied by necessary **certifications and compliance documents** required for sale in the Territory.

3.6.2 The Supplier shall assist the Reseller in obtaining:
a) Any **import/export licenses** if applicable.
b) Regulatory approvals necessary for marketing and selling the Products.

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4. OBLIGATIONS OF THE RESELLER

4.1 Sales & Marketing Commitment

4.1.1 The Reseller agrees to use its **best efforts** to promote, market, and sell the Products within the **approved Territory** as specified in **Schedule B**.

4.1.2 The Reseller shall:
a) Develop and execute **marketing and sales strategies** that align with the Supplier's brand positioning.
b) Ensure its **sales staff are adequately trained** on the features, benefits, and proper use of the Products.
c) Use **ethical and legal business practices** when selling and promoting the Products.

4.1.3 The Reseller shall **not**:
a) Engage in **false, misleading, or deceptive advertising** related to the Products.
b) Make **unauthorized modifications** to marketing materials provided by the Supplier.
c) Make **unauthorized claims** regarding the performance or benefits of the Products.

4.2 Sales Targets & Minimum Purchase Requirement

4.2.1 The Reseller shall meet or exceed the **Minimum Purchase Requirement** set forth in **Schedule C**.

4.2.2 If the Reseller **fails to meet sales targets** for **[two/three] consecutive quarters**, the Supplier reserves the right to:
a) **Convert the Reseller's exclusivity rights** to a non-exclusive arrangement (if applicable).
b) Adjust pricing, marketing support, or other business terms.
c) Terminate this Agreement with **[30/60] days' written notice**.

4.2.3 The Reseller may request an adjustment to the Minimum Purchase Requirement in cases of **economic downturn, unforeseen business challenges, or force majeure events**.

4.3 Approved Sales Channels

4.3.1 The Reseller shall only sell the Products through **approved sales channels**, which may include:
a) **Physical retail stores, showrooms, or company-owned outlets**.
b) **Official online stores, e-commerce platforms, or social media** (subject to the Supplier's approval).
c) **Direct sales teams targeting corporate or institutional buyers**.

4.3.2 The Reseller **shall not**:
a) Sell the Products through **unauthorized third-party platforms**, including **Amazon, eBay, Alibaba, or any other marketplace** without Supplier approval.
b) Sell the Products at **below the Minimum Advertised Price (MAP)**, if a MAP policy is

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enforced.
c) Allow unauthorized resellers, sub-distributors, or drop-shippers to sell the Products without written consent.

4.3.3 The Supplier reserves the right to **audit and review** the Reseller's sales channels to ensure compliance.

4.4 Storage, Handling & Inventory Management

4.4.1 The Reseller shall ensure that the Products are:
a) **Stored properly** in accordance with the Supplier's handling guidelines.
b) Maintained in a **clean, secure, and suitable** environment to preserve quality.

4.4.2 The Reseller shall implement an **inventory management system** that ensures:
a) **First-in, first-out (FIFO)** stock rotation to prevent expired or outdated products.
b) Regular **stock reporting** to the Supplier upon request.

4.4.3 The Reseller shall promptly notify the Supplier if:
a) Inventory levels drop below the agreed **safety stock threshold**.
b) Products are damaged, defective, or **at risk of becoming unsellable**.

4.5 Customer Service & After-Sales Support

4.5.1 The Reseller is responsible for handling **customer inquiries, complaints, returns, and after-sales service** in accordance with the Supplier's policies outlined in **Schedule D**.

4.5.2 The Reseller shall:
a) Respond to customer inquiries within **[24/48] hours**.
b) Process returns, refunds, or warranty claims in accordance with the Supplier's **return and warranty policies**.
c) Provide feedback to the Supplier regarding **recurring product issues** or **customer complaints**.

4.6 Compliance with Laws & Regulations

4.6.1 The Reseller shall comply with all **local, national, and international laws**, including:
a) **Consumer protection laws** related to fair business practices and product safety.
b) **Taxation laws**, including VAT, import duties, and other levies.
c) **Advertising and marketing regulations**, ensuring compliance with ethical advertising standards.

4.6.2 If local regulations require **specific labeling, product certifications, or regulatory approvals**, the Reseller shall notify the Supplier in advance.

4.7 Confidentiality & Protection of Intellectual Property

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4.7.1 The Reseller acknowledges that all intellectual property rights, including **trademarks, logos, patents, copyrights, and proprietary technology**, remain the **sole property of the Supplier**.

4.7.2 The Reseller shall **not**:
a) Copy, alter, or reproduce any branding, trademarks, or proprietary designs without written permission.
b) Register any **domain names, social media accounts, or trademarks** that use the Supplier's intellectual property.
c) Share, disclose, or misuse **Confidential Information** obtained from the Supplier.

4.7.3 The Reseller shall ensure that its employees and agents are **bound by confidentiality obligations** equivalent to those in this Agreement.

4.8 Non-Competition & Restrictions ***(Optional Clause – If required)***

4.8.1 The Reseller agrees not to distribute, market, or sell **competing products** that are **substantially similar** to the Supplier's Products **during the term of this Agreement**.

4.8.2 For a period of **[12/24] months** after termination of this Agreement, the Reseller shall not:
a) **Solicit or attempt to do business** with the Supplier's existing customers.
b) Hire, poach, or enter into contracts with employees, agents, or distributors of the Supplier.

4.8.3 Any violation of this non-compete clause shall entitle the Supplier to seek:
a) **Injunctive relief** to prevent further solicitation.
b) **Liquidated damages** equivalent to **[X%] of lost business revenue**.

5. PRICING & PAYMENT TERMS

5.1 Pricing Structure

5.1.1 The Supplier shall sell the Products to the Reseller at the **wholesale prices** outlined in **Schedule C**.

5.1.2 The Reseller acknowledges that pricing may be structured as follows:
a) **Fixed Pricing** – The Supplier provides a fixed price list valid for a specific period.
b) **Tiered Pricing** – Discounts are applied based on the volume of products purchased.
c) **Dynamic Pricing** – Pricing is subject to change based on market conditions or raw material costs.

5.1.3 The Supplier reserves the right to **adjust pricing** with **[30/60] days' prior written notice**.

5.1.4 The Supplier may provide additional discounts, rebates, or promotional incentives at its discretion.

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5.2 Payment Terms & Conditions

5.2.1 The Reseller shall make payments under one of the following agreed payment structures:
a) **Net [30/60/90] Days** – Payment is due within **[X] days** of the invoice date.
b) **Advance Payment** – Full payment is required before the Products are shipped.
c) **Letter of Credit (LC)** – Payment is secured through an irrevocable LC issued by a reputable bank.
d) **Installment Payments** – The Reseller may pay in **[X] installments** as mutually agreed.

5.2.2 The Reseller shall make all payments via **bank transfer, wire transfer, or another agreed payment method**.

5.2.3 The Reseller shall be responsible for any **bank charges, currency conversion fees, or transaction costs** incurred.

5.2.4 Payments shall be made in **[USD/EUR/local currency]**, unless otherwise agreed in writing.

5.3 Late Payments & Penalties

5.3.1 If the Reseller fails to make a payment within the agreed timeframe, the Supplier may impose a **late payment penalty** of **[X%] per month** on the outstanding amount.

5.3.2 If the payment remains overdue for more than **[60/90] days**, the Supplier reserves the right to:
a) **Suspend further deliveries** until outstanding payments are received.
b) **Convert payment terms to advance payment only**.
c) **Terminate the Agreement** if non-payment continues beyond **[120] days**.

5.3.3 Any disputes over invoices must be **raised within [7/14] days** of receiving the invoice. If no dispute is raised, the invoice shall be deemed accepted.

5.4 Taxes, Duties & Import Costs

5.4.1 The Reseller shall be responsible for all **import duties, customs fees, VAT/GST, and other applicable taxes** in the Territory.

5.4.2 The Supplier shall provide necessary documentation (e.g., commercial invoice, packing list, bill of lading) to facilitate smooth customs clearance.

5.4.3 If the Reseller qualifies for any **tax exemptions, rebates, or special trade agreements**, it shall provide supporting documents to the Supplier.

5.5 Credit Terms & Financial Guarantees *(If applicable)*

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5.5.1 The Supplier may extend **credit facilities** to the Reseller, subject to:
a) A **positive credit assessment** and approval by the Supplier.
b) Submission of **financial statements, trade references, or credit history reports**.
c) Agreement on a **maximum credit limit** as specified in **Schedule C**.

5.5.2 If the Reseller exceeds the agreed credit limit or experiences financial difficulties, the Supplier may:
a) **Suspend credit facilities** and require upfront payment for future orders.
b) Request a **financial guarantee**, such as a bank guarantee or personal surety.

5.6 Exchange Rate Adjustments

5.6.1 If the Reseller makes payments in a currency different from the agreed currency, the exchange rate shall be:
a) **Determined at the time of invoicing** based on the Supplier's published rate.
b) Subject to **adjustments if fluctuations exceed [X%]**.

5.6.2 The Reseller shall bear any losses due to unfavorable currency conversion rates unless a fixed currency pricing arrangement is agreed upon.

5.7 Refunds & Chargebacks

5.7.1 Refunds shall only be granted if:
a) The Products were **damaged, defective, or misrepresented** upon arrival.
b) The Supplier **fails to deliver the order** within **[X] days** of the agreed shipping date.

5.7.2 The Reseller **shall not** issue chargebacks without prior discussion and written approval from the Supplier.

5.7.3 Any unauthorized chargeback shall be considered a **breach of agreement**, and the Supplier may take legal action or impose financial penalties.

5.8 Financial Reporting & Transparency

5.8.1 The Reseller shall provide the Supplier with **quarterly financial reports**, including:
a) Sales revenue and profit margins.
b) Accounts payable and receivable status.
c) Payment history and outstanding balances.

5.8.2 The Supplier reserves the right to conduct **financial audits** once per year to ensure compliance with payment terms.

6. DELIVERY & RISK OF LOSS

6.1 Delivery Terms & Shipping Responsibilities

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6.1.1 The Supplier shall deliver the Products in accordance with the **Incoterms** specified in **Schedule C**, including but not limited to:
a) **Ex-Works (EXW)** – The Reseller assumes responsibility for transportation from the Supplier's premises.
b) **Free on Board (FOB)** – The Supplier delivers the Products to the specified port of shipment, after which the Reseller assumes responsibility.
c) **Cost, Insurance, and Freight (CIF)** – The Supplier covers shipping and insurance costs until the Products reach the agreed-upon port of entry.
d) **Delivered Duty Paid (DDP)** – The Supplier is responsible for all costs, including customs clearance and import duties, until the Products reach the Reseller.

6.1.2 The agreed delivery timeframe shall be **[X] days/weeks** from the date of order confirmation unless otherwise specified in writing.

6.1.3 The Supplier shall provide the following **shipping documents** to facilitate customs clearance:
a) **Commercial invoice**.
b) **Packing list**.
c) **Bill of lading (B/L) or airway bill (AWB)**.
d) **Certificate of origin** (if required).
e) **Any additional regulatory compliance documents** as requested by the Reseller.

6.1.4 The Reseller shall provide accurate shipping details, including:
a) Delivery address and point of contact.
b) Customs clearance documentation (if applicable).
c) Specific handling instructions, if required.

6.2 Inspection & Acceptance of Goods

6.2.1 The Reseller shall inspect the Products **within [X] days** of receipt to ensure compliance with the agreed specifications and quality standards.

6.2.2 If any Products are found to be **damaged, defective, or non-compliant**, the Reseller shall:
a) Notify the Supplier **in writing within [X] days**.
b) Provide photographic evidence and a detailed report of the defects.
c) Retain the defective Products for the Supplier's inspection unless instructed otherwise.

6.2.3 If a defect is confirmed, the Supplier shall:
a) Replace the defective Products at no additional cost.
b) Offer a full or partial refund.
c) Provide a credit note for future purchases.

6.2.4 If no claim is made within the inspection period, the Products shall be deemed **accepted**, and the Supplier shall have no further liability for defects unless covered under **Clause 12 (Indemnification & Warranty)**.

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6.3 Risk of Loss & Transfer of Title

6.3.1 Risk of loss or damage shall transfer to the Reseller based on the selected Incoterm:
a) **EXW (Ex-Works)** – Risk transfers upon pick-up from the Supplier's premises.
b) **FOB (Free on Board)** – Risk transfers when the Products are loaded onto the shipping vessel.
c) **CIF (Cost, Insurance, Freight)** – Risk transfers upon arrival at the destination port.
d) **DDP (Delivered Duty Paid)** – Risk transfers when the Reseller receives the Products.

6.3.2 Title (ownership) of the Products shall transfer to the Reseller:
a) **Upon full payment** of the invoice amount, OR
b) **At the time of shipment**, depending on the agreed payment terms.

6.3.3 The Reseller shall be responsible for arranging insurance coverage for the Products upon risk transfer unless otherwise agreed in **Schedule C**.

6.4 Delivery Delays & Force Majeure

6.4.1 If the Supplier anticipates a **delay in delivery**, it shall notify the Reseller at least **[X] days** in advance, stating:
a) The reason for the delay.
b) The revised estimated delivery date.
c) Any available options for expedited shipping at the Reseller's expense.

6.4.2 The Supplier shall not be held liable for delivery delays caused by:
a) **Force majeure events**, including natural disasters, war, terrorism, pandemics, or government-imposed restrictions.
b) **Supply chain disruptions** beyond the Supplier's control.
c) **Delays at customs** or regulatory inspections.

6.4.3 If a force majeure event **persists beyond [X] days**, either party may:
a) Renegotiate delivery terms.
b) Suspend obligations until conditions improve.
c) Terminate the Agreement if fulfillment becomes impossible.

6.5 Partial Deliveries & Backorders

6.5.1 The Supplier may, at its discretion, fulfill an order in **multiple shipments**, provided that:
a) The Reseller is notified in advance.
b) The remaining balance is shipped within an agreed timeframe.

6.5.2 If any Products are on backorder due to stock shortages:
a) The Supplier shall notify the Reseller immediately.
b) The Reseller may choose to wait or cancel the backordered items.
c) The Supplier shall prioritize pending orders once inventory is replenished.

6.6 Shipping Costs & Logistics Responsibilities

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6.6.1 Unless otherwise agreed in **Schedule C**, the party responsible for shipping costs shall be:
a) **Supplier** – If delivery is under **CIF/DDP** terms.
b) **Reseller** – If delivery is under **EXW/FOB** terms.

6.6.2 The Reseller shall be responsible for:
a) Selecting a freight carrier (if not arranged by the Supplier).
b) Ensuring compliance with import regulations.
c) Handling customs clearance procedures.

6.6.3 If the Supplier arranges shipping, it shall provide tracking details and estimated arrival times.

6.7 Storage & Handling at the Reseller's Facility

6.7.1 Upon receipt, the Reseller shall store and handle the Products in accordance with:
a) The Supplier's **recommended storage conditions** (e.g., temperature, humidity, handling).
b) Local **safety and regulatory requirements**.

6.7.2 Any damages caused by **improper storage** after delivery shall be the responsibility of the Reseller.

7. MARKETING & BRANDING

7.1 Branding & Use of Trademarks

7.1.1 The Reseller acknowledges that all **trademarks, trade names, logos, and branding** associated with the Products remain the **sole property of the Supplier**.

7.1.2 The Supplier grants the Reseller a **non-exclusive, revocable license** to use the Supplier's trademarks and branding **only** for the purpose of marketing, promoting, and reselling the Products under this Agreement.

7.1.3 The Reseller shall **not**:
a) Alter, modify, or create derivative works from the Supplier's trademarks, logos, or branding materials.
b) Register or attempt to register any trademarks, trade names, or domain names identical or similar to the Supplier's intellectual property.
c) Use the Supplier's trademarks in any manner that may harm its reputation or mislead consumers.

7.1.4 Any use of the Supplier's trademarks beyond the scope of this Agreement requires prior written approval.

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7.2 Marketing Responsibilities of the Reseller

7.2.1 The Reseller shall use **commercially reasonable efforts** to market and promote the Products within the Territory.

7.2.2 The Reseller shall develop and implement a **marketing strategy**, including but not limited to:
a) Advertising campaigns (digital, print, and social media).
b) Product demonstrations, exhibitions, and trade shows.
c) Retail and online sales promotions.

7.2.3 The Reseller shall ensure that all marketing activities comply with:
a) Local and international advertising laws.
b) Ethical business practices.
c) The Supplier's branding and messaging guidelines.

7.2.4 The Reseller shall submit a **quarterly marketing report** detailing:
a) Advertising expenditures and campaign performance.
b) Customer feedback and demand trends.
c) Competitor analysis and pricing strategies.

7.3 Supplier's Marketing Support

7.3.1 The Supplier shall provide the Reseller with **marketing materials**, including:
a) Product catalogs and brochures.
b) Digital assets (logos, images, videos, and promotional templates).
c) Advertising and social media guidelines.

7.3.2 The Supplier may offer **co-marketing funds or discounts** to the Reseller for approved promotional campaigns, subject to:
a) Mutual agreement on campaign scope and objectives.
b) Submission of a **marketing expense report** and proof of expenditures.

7.3.3 The Supplier may conduct **marketing training sessions** for the Reseller's sales team to ensure proper representation of the brand.

7.4 Online Sales & E-Commerce Restrictions *(If applicable)*

7.4.1 The Reseller may sell the Products through **approved online platforms**, including:
a) Its official website.
b) E-commerce platforms authorized by the Supplier.
c) Social media marketplaces (subject to Supplier's guidelines).

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7.4.2 The Reseller shall not:
a) Sell the Products on **unauthorized third-party marketplaces** such as Amazon, eBay, Alibaba, or other similar platforms without written consent.
b) Offer **discounted online pricing** that undercuts the Supplier's Minimum Advertised Price (MAP) policy.
c) Allow unauthorized resellers to list or distribute the Products.

7.4.3 The Supplier reserves the right to monitor online sales channels and take action if unauthorized sales practices are detected.

7.5 Advertising & Promotional Guidelines

7.5.1 The Reseller shall ensure that all **advertising and promotional content**:
a) Accurately represents the Products and does not contain false or misleading claims.
b) Adheres to local **advertising and consumer protection laws**.
c) Does not negatively impact the Supplier's brand reputation.

7.5.2 The Supplier reserves the right to **review and approve** any major advertising campaigns before publication.

7.5.3 If the Supplier determines that any marketing material violates the terms of this Agreement, the Reseller shall **cease using the material immediately** and modify it as required.

7.6 Product Packaging & Labeling Compliance

7.6.1 The Supplier shall provide standardized **product packaging and labeling** that complies with:
a) International and local safety and compliance regulations.
b) Language and labeling requirements specific to the Territory.

7.6.2 The Reseller shall not:
a) Modify, repackage, or relabel the Products without prior written consent.
b) Use **counterfeit or misleading packaging** that misrepresents the Supplier's branding.

7.6.3 If the Reseller requires **localized packaging**, it shall submit a request to the Supplier and bear the costs unless otherwise agreed.

7.7 Marketing Exclusivity & Competitive Restrictions *(If applicable)*

7.7.1 If the Reseller is granted **exclusive marketing rights** in the Territory, the Supplier shall not conduct **direct marketing efforts** that compete with the Reseller's activities.

7.7.2 The Reseller shall not **promote competing brands** or similar products that may create a conflict of interest.

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7.7.3 If the Reseller is found marketing **competing products**, the Supplier reserves the right to:
a) **Revoke exclusivity rights** immediately.
b) **Terminate this Agreement** after providing written notice.

7.8 Social Media & Public Relations

7.8.1 The Reseller shall actively engage in **social media marketing** to enhance brand awareness.

7.8.2 The Reseller shall not:
a) Publish any negative or defamatory statements about the Supplier.
b) Use controversial or offensive content in association with the Products.

7.8.3 The Supplier reserves the right to provide **brand communication guidelines** to ensure consistent messaging.

7.9 Termination of Marketing Rights

7.9.1 The Supplier may revoke the Reseller's **marketing rights** under this Agreement if:
a) The Reseller fails to meet the agreed **sales and marketing performance targets**.
b) The Reseller engages in **unauthorized branding, misleading advertising, or unethical sales tactics**.
c) The Reseller's **marketing strategy damages the Supplier's brand reputation**.

7.9.2 Upon termination, the Reseller shall:
a) Remove all **marketing materials, advertisements, and online listings** associated with the Products.
b) **Cease all promotional activities** related to the Supplier's brand.
c) **Transfer ownership of domain names, social media accounts, or online stores** associated with the Supplier's Products, if applicable.

8. CONFIDENTIALITY & NON-DISCLOSURE

8.1 Definition of Confidential Information

8.1.1 For the purposes of this Agreement, **"Confidential Information"** includes, but is not limited to:
a) **Product specifications, formulas, and technical data** related to the Supplier's Products.
b) **Pricing structures, trade secrets, and business strategies**.
c) **Sales data, marketing strategies, customer lists, and supplier agreements**.
d) **Manufacturing processes, designs, research & development (R&D) materials**.
e) **Any discussions, correspondence, or proprietary documents** exchanged between the Supplier and the Reseller in connection with this Agreement.

8.1.2 Confidential Information does not include information that:
a) **Is or becomes publicly available** without breach of this Agreement.
b) **Is lawfully obtained** by the Reseller from a third party without confidentiality restrictions.

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c) **Is independently developed** by the Reseller without reference to the Supplier's Confidential Information.

8.2 Confidentiality Obligations

8.2.1 The Reseller shall:
a) Maintain **strict confidentiality** regarding all Confidential Information received from the Supplier.
b) Use Confidential Information **solely for the purpose of fulfilling its obligations** under this Agreement.
c) Take all reasonable precautions to **prevent unauthorized disclosure or misuse** of Confidential Information.
d) Ensure that its employees, agents, and sub-resellers are **bound by confidentiality obligations** no less stringent than those in this Agreement.

8.2.2 The Reseller shall **not disclose, share, or allow access** to Confidential Information to any third party without prior written consent from the Supplier.

8.2.3 If the Reseller is required by **law, regulation, or legal process** to disclose any Confidential Information, it shall:
a) Provide the Supplier with **prompt written notice** to allow for a protective order or other legal remedy.
b) Disclose only the minimum amount of Confidential Information required to comply with the law.

8.3 Protection of Intellectual Property

8.3.1 The Reseller acknowledges that all Confidential Information and intellectual property rights remain the **exclusive property of the Supplier**.

8.3.2 The Reseller shall not:
a) Copy, reproduce, or use Confidential Information for any purpose other than authorized distribution of the Products.
b) Reverse engineer, decompile, or modify the Supplier's Products, formulas, or technology.
c) File for patents, trademarks, or copyrights using any of the Supplier's proprietary information.

8.4 Data Protection & Security

8.4.1 The Reseller shall implement **security measures** to protect Confidential Information, including:
a) Secure electronic storage of confidential data.
b) Restricted access to Confidential Information on a need-to-know basis.
c) Encrypted communication for sensitive data exchanges.

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8.4.2 If a **data breach** involving Confidential Information occurs, the Reseller shall:
a) Notify the Supplier **immediately** and provide full details of the breach.
b) Cooperate with the Supplier in mitigating the impact of the breach.

8.5 Duration of Confidentiality Obligations

8.5.1 The obligations of confidentiality under this Agreement shall remain in effect:
a) **During the term** of this Agreement, and
b) For a period of **[3/5] years** after termination of this Agreement.

8.5.2 Any breach of this clause shall be considered a **material breach**, entitling the Supplier to:
a) Seek **injunctive relief** to prevent further disclosure.
b) Terminate this Agreement immediately.
c) Pursue **legal action for damages** resulting from the breach.

8.6 Return or Destruction of Confidential Information

8.6.1 Upon termination or expiration of this Agreement, the Reseller shall:
a) **Return** all Confidential Information, including documents, files, and any materials provided by the Supplier.
b) **Permanently delete or destroy** any electronic copies, backups, or stored data, ensuring that no Confidential Information remains accessible.

8.6.2 The Reseller shall provide **written confirmation** to the Supplier that all Confidential Information has been returned or destroyed.

8.7 Exclusions & Exceptions

8.7.1 The confidentiality obligations shall **not apply** to information that:
a) Is required to be disclosed under **government or regulatory authority requests**.
b) Is disclosed by the Supplier in a **written waiver** allowing the Reseller to share specific information.

9. EXCLUSIVITY & NON-COMPETE

9.1 Exclusivity Rights (If Applicable)

9.1.1 The Supplier grants the Reseller **[exclusive/non-exclusive]** rights to resell the Products within the designated **Territory**, as set forth in **Schedule B**.

9.1.2 If granted **exclusive** distribution rights, the Supplier agrees that:
a) It shall **not appoint any other resellers** within the designated Territory.
b) It shall **not sell the Products directly to End Customers** in the Territory, unless under special circumstances agreed upon in writing.
c) It shall refer all customer inquiries within the Territory to the Reseller.

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9.1.3 If the Reseller fails to meet its **Minimum Purchase Requirement** for **[two/three] consecutive quarters**, the Supplier reserves the right to:
a) **Revoke exclusivity rights** and convert the Agreement to a **non-exclusive** arrangement.
b) Appoint additional resellers or distributors within the Territory.
c) Terminate the exclusivity arrangement after providing **[30/60] days' written notice**.

9.2 Non-Compete Obligations of the Reseller

9.2.1 The Reseller agrees **not to engage in the sale, marketing, or distribution of competing products** that are similar to or directly compete with the Supplier's Products during the term of this Agreement.

9.2.2 The Reseller shall not:
a) Promote, sell, or distribute products that **perform similar functions** or target the same customer base as the Supplier's Products.
b) Enter into agreements with **competitors of the Supplier** without prior written consent.
c) Use the Supplier's marketing, sales data, or trade secrets to support competing brands.

9.2.3 If the Reseller is found in violation of this non-compete clause, the Supplier reserves the right to:
a) **Revoke exclusivity rights** immediately.
b) **Terminate the Agreement** without further obligation.
c) Pursue legal action for damages, including lost revenue.

9.3 Non-Solicitation of Customers & Employees

9.3.1 The Reseller agrees that, during the term of this Agreement and for a period of **[12/24] months** following termination, it shall not:
a) Solicit or attempt to do business with **existing customers** of the Supplier without written consent.
b) Recruit, hire, or poach **employees, agents, or contractors** of the Supplier.

9.3.2 The Supplier similarly agrees **not to engage directly with the Reseller's customers** during the term of this Agreement unless:
a) The Reseller has failed to provide services.
b) The customer requests direct engagement in writing.

9.3.3 Any violation of this clause shall entitle the non-breaching party to seek:
a) **Injunctive relief** to prevent further solicitation.
b) **Liquidated damages** in an amount not less than **[X] times the value of the lost business opportunity**.

9.4 Duration & Enforcement of Non-Compete Clause

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9.4.1 The non-compete obligations under this Agreement shall remain in effect:
a) **During the term** of this Agreement, and
b) For a period of **[12/24] months** following termination of the Agreement.

9.4.2 If the Reseller wishes to engage in a competing business after termination, it must:
a) Obtain **written permission** from the Supplier.
b) Wait for the expiration of the non-compete period before engaging in competing sales.

9.5 Exceptions & Exemptions *(If Applicable)*

9.5.1 The Reseller may be permitted to sell competing products if:
a) The Supplier **fails to supply the Products** for more than **[X] consecutive months**.
b) The competing products serve **a distinct market segment** not covered by the Supplier's offerings.

9.5.2 Any such exemptions must be approved in writing by the Supplier.

9.6 Breach & Remedies

9.6.1 If either party breaches the exclusivity or non-compete provisions, the non-breaching party shall have the right to:
a) **Terminate the Agreement with immediate effect**.
b) Seek **monetary damages** for loss of business.
c) File for an **injunction or restraining order** to prevent further violations.

9.6.2 The breaching party shall be liable for **all legal costs and expenses** incurred in enforcing this clause.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Ownership of Intellectual Property

10.1.1 The Reseller acknowledges that all **intellectual property rights (IPR)** related to the Products, including but not limited to **trademarks, patents, copyrights, trade secrets, designs, and proprietary formulas**, are and shall remain the exclusive property of the Supplier.

10.1.2 Nothing in this Agreement shall be construed as granting the Reseller any ownership rights over the Supplier's intellectual property, except for the **limited rights to use the Supplier's branding, trademarks, and marketing materials** as expressly stated herein.

10.1.3 The Reseller shall not:
a) Claim any ownership of the Supplier's intellectual property.
b) File for patents, trademarks, or copyrights based on the Supplier's proprietary technology or branding.
c) Use the Supplier's intellectual property for purposes other than fulfilling its obligations under this Agreement.

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10.2 License to Use Trademarks & Branding

10.2.1 The Supplier grants the Reseller a **non-exclusive, non-transferable, revocable license** to use the Supplier's trademarks, trade names, and branding **strictly for the marketing, sale, and promotion** of the Products in the designated Territory.

10.2.2 The Reseller shall ensure that all uses of the Supplier's trademarks and branding:
a) Comply with the Supplier's **brand guidelines and quality standards**.
b) Do not create confusion, deception, or misleading representations regarding the Products.
c) Are **submitted for prior approval** if used in major advertising campaigns, websites, or product packaging.

10.2.3 The Supplier reserves the right to revoke this license at any time if the Reseller:
a) Misuses the Supplier's intellectual property.
b) Breaches any material term of this Agreement.
c) Fails to meet sales or marketing obligations.

10.3 Restrictions on Intellectual Property Use

10.3.1 The Reseller shall not:
a) Modify, alter, or create derivative works based on the Supplier's intellectual property.
b) Rebrand or relabel the Products without prior written consent.
c) Register or attempt to register domain names, business names, or social media accounts that incorporate the Supplier's trademarks without express approval.

10.3.2 Any unauthorized use of the Supplier's intellectual property shall be considered a **material breach** of this Agreement and may result in:
a) Immediate termination of this Agreement.
b) Legal action for damages, injunctive relief, or other remedies.

10.4 Protection & Enforcement of Intellectual Property

10.4.1 The Reseller shall promptly notify the Supplier in writing if it:
a) Becomes aware of any third-party infringement or unauthorized use of the Supplier's intellectual property.
b) Receives any legal claim or challenge regarding the use of the Supplier's trademarks or branding.

10.4.2 The Supplier shall have the exclusive right to take legal action against any third-party infringers, and the Reseller shall cooperate fully in any enforcement proceedings.

10.4.3 The Reseller shall **not engage in any legal disputes or settlements** regarding the Supplier's intellectual property without prior written approval.

10.5 Confidentiality & Intellectual Property Protection

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10.5.1 The Reseller acknowledges that certain elements of the Supplier's intellectual property are confidential and proprietary, including:
a) Product formulations, designs, and technical specifications.
b) Research and development (R&D) data.
c) Proprietary algorithms, software, or technology related to the Products.

10.5.2 The Reseller shall:
a) Maintain strict **confidentiality** regarding all proprietary information related to the Supplier's intellectual property.
b) Implement security measures to prevent unauthorized access or disclosure.
c) Ensure that employees, agents, and subcontractors comply with the same confidentiality obligations.

10.5.3 Any **unauthorized disclosure or misuse** of the Supplier's proprietary information shall result in legal action and potential financial penalties.

10.6 Intellectual Property Rights Post-Termination

10.6.1 Upon termination of this Agreement, the Reseller shall:
a) **Cease using all Supplier trademarks, branding, and marketing materials** immediately.
b) Remove all references to the Supplier's **branding, trademarks, and intellectual property** from its websites, advertisements, and materials within **[30/60] days**.
c) Return or destroy any confidential materials or documents containing the Supplier's intellectual property.

10.6.2 If the Reseller continues to use the Supplier's intellectual property **after termination**, the Supplier reserves the right to:
a) Seek **injunctive relief** to prevent further use.
b) Claim **monetary damages** for unauthorized use.
c) Pursue legal action for trademark infringement or unfair competition.

10.7 Indemnification for Intellectual Property Violations

10.7.1 The Supplier shall indemnify and hold harmless the Reseller from any third-party claims alleging that the Products **infringe upon patents, trademarks, or copyrights**, provided that:
a) The Reseller promptly notifies the Supplier of any such claim.
b) The Supplier has sole control over the defense and settlement of the claim.
c) The Reseller cooperates fully in providing necessary documentation or testimony.

10.7.2 If a claim of infringement is upheld, the Supplier may, at its discretion:
a) Modify the Products to avoid infringement.
b) Obtain a license to continue distribution.
c) Terminate this Agreement without liability to the Reseller.

10.7.3 The Reseller shall indemnify the Supplier if it:
a) **Uses the Supplier's intellectual property in an unauthorized manner**.

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b) **Creates modified or counterfeit versions** of the Supplier's Products.
c) **Engages in fraudulent branding, false advertising, or misleading product claims**.

11. TERM & TERMINATION

11.1 Term of the Agreement

11.1.1 This Agreement shall commence on the **Effective Date** and remain in force for a period of **[X] years**, unless terminated earlier in accordance with the provisions set forth herein.

11.1.2 Upon expiration, this Agreement may be:
a) **Renewed automatically** for successive periods of **[X] years**, unless either party provides written notice of non-renewal at least **[60/90] days** before the expiration date.
b) **Renegotiated** based on new commercial terms agreed upon by both parties.

11.2 Termination for Convenience

11.2.1 Either party may terminate this Agreement **without cause** by providing **[90/120] days** prior written notice to the other party.

11.2.2 Upon termination for convenience:
a) The Reseller may continue selling any remaining inventory but may not place new orders.
b) The Supplier may, at its discretion, offer to repurchase unsold inventory at **[agreed-upon price or cost value]**.
c) Both parties shall fulfill any outstanding financial obligations before the effective termination date.

11.3 Termination for Breach

11.3.1 Either party may terminate this Agreement **with immediate effect** if the other party commits a **material breach**, including but not limited to:
a) Failure to make **timely payments** in accordance with Clause 5.
b) Unauthorized use or infringement of **intellectual property rights**.
c) Engaging in **unethical, fraudulent, or illegal business practices**.
d) Violating the **confidentiality and non-disclosure** obligations under Clause 8.
e) Failing to meet **minimum sales or purchase commitments** for **[two/three] consecutive quarters**.

11.3.2 The non-breaching party shall provide written notice specifying the breach and allow **[30/60] days** for corrective action. If the breach is not remedied within this period, termination shall take effect immediately.

11.4 Termination for Insolvency or Bankruptcy

11.4.1 Either party may terminate this Agreement **with immediate effect** if the other party:
a) Files for **bankruptcy, liquidation, or receivership**.

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b) Becomes **insolvent** or unable to pay debts as they become due.
c) Undergoes a **significant change in ownership or control** that materially affects its ability to perform under this Agreement.

11.4.2 In the event of termination due to insolvency, the Supplier reserves the right to:
a) **Reclaim any unpaid Products** previously delivered to the Reseller.
b) **Suspend all outstanding orders** and reject any further business dealings.

11.5 Effect of Termination

11.5.1 Upon termination of this Agreement, the Reseller shall:
a) Immediately **cease all marketing, sales, and distribution** of the Supplier's Products.
b) Remove all references to the Supplier's **branding, trademarks, and intellectual property** from its websites, advertisements, and materials within **[30/60] days**.
c) Return or destroy all **confidential information, marketing materials, and training resources** received from the Supplier.

11.5.2 Any **pending orders** placed before the termination date shall be:
a) Fulfilled under the existing contractual terms, OR
b) Canceled upon mutual agreement between both parties.

11.5.3 Any **outstanding payments** owed by the Reseller shall become **immediately due and payable** upon termination.

11.6 Survival of Certain Provisions

11.6.1 The following clauses shall survive termination or expiration of this Agreement:
a) **Clause 5** – Payment Terms (with respect to unpaid balances).
b) **Clause 8** – Confidentiality & Non-Disclosure (for **[3/5] years** post-termination).
c) **Clause 9** – Exclusivity & Non-Compete (for the agreed duration post-termination).
d) **Clause 10** – Intellectual Property Rights.
e) **Clause 12** – Indemnification & Liability.

11.7 Transition & Handover ***(If applicable)***

11.7.1 If requested by the Supplier, the Reseller shall **cooperate in a smooth transition** to a new reseller or sales channel for a period of **[X] months** post-termination.

11.7.2 During this transition period, the Reseller may:
a) Continue selling the Supplier's Products under **non-exclusive** terms.
b) Transfer **customer accounts, sales records, and pending orders** to the Supplier or a new authorized reseller.

11.8 Dispute Resolution upon Termination

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11.8.1 In case of disputes arising from termination, the parties shall first attempt to resolve issues through **good-faith negotiations**.

11.8.2 If negotiations fail, disputes shall be settled through:
a) **Mediation** under the rules of **[Mediation Institution]**.
b) **Arbitration** in **[Jurisdiction]** under the rules of **[Arbitration Body]**, if mediation is unsuccessful.

11.8.3 Each party shall bear its own legal costs unless otherwise ruled by the arbitration panel.

12. INDEMNIFICATION & LIABILITY

12.1 Indemnification by the Supplier

12.1.1 The Supplier agrees to indemnify, defend, and hold the Reseller harmless from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of:
a) **Product defects** or failure to meet quality standards that cause harm, injury, or damage.
b) **Breach of warranties** provided in this Agreement.
c) **Intellectual property infringement claims** from third parties related to trademarks, patents, copyrights, or trade secrets of the Products.
d) **Regulatory non-compliance** if the Products fail to meet applicable safety or legal requirements.

12.1.2 The Supplier shall not be liable if:
a) The Reseller **modifies or alters** the Products without authorization.
b) The Reseller **misrepresents product features** or **provides incorrect installation instructions**.
c) The claim arises from the Reseller's **own negligence or misconduct**.

12.2 Indemnification by the Reseller

12.2.1 The Reseller agrees to indemnify, defend, and hold the Supplier harmless from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of:
a) **Unauthorized marketing claims or false advertising** related to the Products.
b) **Breach of local regulatory or tax laws** within the Territory.
c) **Improper storage, handling, or sales practices** that damage the Products or the Supplier's brand reputation.
d) **Resale of expired, damaged, or counterfeit goods**.

12.2.2 The Reseller shall not be liable if:
a) The issue is caused solely by **a manufacturing defect** or **Supplier's negligence**.
b) The Reseller follows all **Supplier's handling, storage, and marketing guidelines**.

12.3 Limitations of Liability

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12.3.1 Neither party shall be liable to the other for:
a) **Indirect, incidental, or consequential damages** (including lost profits, business interruption, or reputational harm).
b) **Punitive damages**, unless required by law.
c) Claims exceeding **the total contract value of the last [X] months**, unless otherwise specified.

12.3.2 The total aggregate liability of either party under this Agreement shall not exceed **[X] times the total amount paid under this Agreement in the preceding [X] months**, except in cases of:
a) **Intentional misconduct or gross negligence**.
b) **Fraud or misrepresentation**.
c) **Breach of confidentiality or intellectual property violations**.

12.4 Insurance Coverage *(If applicable)*

12.4.1 Both parties shall maintain adequate **insurance coverage** throughout the term of this Agreement, including:
a) **Product liability insurance** with a minimum coverage of **[X] per claim**.
b) **General commercial liability insurance** covering property damage and third-party claims.
c) **Professional indemnity insurance** (if applicable).

12.4.2 Each party shall provide **proof of insurance coverage** upon request by the other party.

12.4.3 If the Reseller fails to maintain adequate insurance, the Supplier reserves the right to:
a) **Suspend deliveries** until insurance is obtained.
b) **Terminate the Agreement** if insurance is not procured within **[X] days**.

12.5 Product Recall & Liability Management

12.5.1 If a **product recall** is necessary due to defects, regulatory compliance issues, or safety concerns:
a) The Supplier shall notify the Reseller immediately.
b) The Reseller shall **cooperate in halting sales and retrieving affected inventory**.
c) The Supplier shall bear **recall-related costs**, unless the defect is caused by improper handling by the Reseller.

12.5.2 The Reseller shall inform the Supplier of any **serious customer complaints** that may indicate a potential recall issue.

12.6 Dispute Resolution for Indemnity Claims

12.6.1 In the event of an indemnity claim:
a) The **indemnified party** must notify the **indemnifying party** within **[X] days** of becoming aware of the claim.
b) The indemnifying party shall have the right to **control the defense and settlement**

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negotiations.
c) If the indemnified party participates in the defense, it shall bear its own legal costs.

12.7 Survival of Indemnity Obligations

12.7.1 The indemnification and liability provisions in this clause shall survive **termination or expiration** of this Agreement for a period of **[X] years**.

13. FORCE MAJEURE

13.1 Definition of Force Majeure

13.1.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by an event beyond its reasonable control (**"Force Majeure Event"**), including but not limited to:
a) **Natural disasters** (earthquakes, hurricanes, floods, wildfires, etc.).
b) **Pandemics, epidemics, or public health emergencies**.
c) **War, acts of terrorism, or civil unrest**.
d) **Government actions, embargoes, sanctions, or import/export restrictions**.
e) **Industrial strikes, labor disputes, or supplier disruptions**.
f) **Cyber-attacks, power failures, or major IT system failures** affecting operations.

13.1.2 The affected party must prove that:
a) The event was **unforeseeable** and beyond its control.
b) It took **reasonable steps** to prevent or mitigate the impact.
c) The failure to perform was **directly caused** by the Force Majeure Event.

13.2 Notification & Obligations During Force Majeure

13.2.1 The party affected by a Force Majeure Event shall:
a) Provide **written notice** to the other party within **[X] days** of becoming aware of the event.
b) Specify the nature, anticipated duration, and impact of the event.
c) Make all **reasonable efforts** to resume performance as soon as possible.

13.2.2 The non-affected party shall:
a) Cooperate with the affected party to minimize disruptions.
b) Allow reasonable extensions or adjustments in performance timelines.

13.3 Suspension & Termination Due to Force Majeure

13.3.1 If the Force Majeure Event prevents performance for more than **[X] consecutive days**:
a) Either party may **request a renegotiation** of the Agreement.
b) If no solution is reached, either party may **terminate the Agreement** without penalty.

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13.3.2 If a Force Majeure Event renders a party **permanently unable** to fulfill its obligations, the Agreement shall be terminated with both parties **released from liability**, except for:
a) **Outstanding payments** due before the Force Majeure Event.
b) **Confidentiality and intellectual property rights**, which shall remain in effect.

13.4 Exclusions from Force Majeure Protection

13.4.1 A Force Majeure Event shall **not excuse** performance if:
a) The event results from **negligence or willful misconduct** of the affected party.
b) The affected party **failed to take reasonable preventive measures** (e.g., cyber-security breaches due to poor IT controls).
c) The event **only affects one party's profitability or market demand**, rather than its ability to perform contractual obligations.

13.5 Alternative Fulfillment Measures *(Optional Clause)*

13.5.1 If a Force Majeure Event affects supply or delivery, the parties may mutually agree to:
a) Use **alternative suppliers, logistics providers, or manufacturing facilities**.
b) Adjust product quantities or delivery schedules temporarily.
c) Seek alternative legal routes to comply with local regulations.

14. GOVERNING LAW & DISPUTE RESOLUTION

14.1 Governing Law

14.1.1 This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction, e.g., State of New York, United States]**, without regard to its conflict of law principles.

14.1.2 If either party is operating in a different jurisdiction, the parties may mutually agree on the application of **international trade laws**, such as:
a) **United Nations Convention on Contracts for the International Sale of Goods (CISG)** *(if applicable)*.
b) **World Trade Organization (WTO) regulations**.
c) **International Chamber of Commerce (ICC) trade rules**.

14.2 Good Faith Negotiations

14.2.1 In the event of a dispute, both parties shall first attempt to resolve the issue through **good faith negotiations** within **[30/60] days** of written notice of the dispute.

14.2.2 During this period:
a) Senior management representatives of both parties shall meet to discuss a resolution.

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b) Neither party shall initiate legal action unless the dispute remains unresolved after the negotiation period.

14.2.3 Any agreements reached in negotiations shall be documented in writing and signed by both parties.

14.3 Mediation ***(Optional Clause – If Preferred Before Arbitration)***

14.3.1 If negotiations fail, the parties agree to attempt **mediation** before proceeding to arbitration or litigation.

14.3.2 Mediation shall be conducted in **[City, Country]** under the rules of **[Mediation Institution, e.g., the American Arbitration Association (AAA), ICC Mediation Rules, etc.]**.

14.3.3 The cost of mediation shall be shared equally unless otherwise agreed.

14.3.4 If mediation does not resolve the dispute within **[30] days**, either party may proceed to arbitration or litigation.

14.4 Arbitration ***(Preferred Dispute Resolution Mechanism)***

14.4.1 If mediation fails or is bypassed, disputes shall be settled by **binding arbitration** under the rules of **[Arbitration Institution, e.g., ICC, AAA, LCIA (London Court of International Arbitration)]**.

14.4.2 Arbitration proceedings shall be conducted in **[City, Country]**, in **[English or other mutually agreed language]**.

14.4.3 The arbitration panel shall consist of **one (1) or three (3) arbitrators**, mutually appointed by both parties or designated by the arbitration institution.

14.4.4 The arbitration award shall be **final and binding**, and judgment may be entered in any court of competent jurisdiction.

14.4.5 Each party shall bear its own legal costs unless otherwise awarded by the arbitrator.

14.5 Litigation (Court Jurisdiction)

14.5.1 If arbitration is not selected or is unenforceable, disputes shall be resolved in the courts of **[City, Country]**.

14.5.2 Each party irrevocably submits to the **exclusive jurisdiction** of the courts of the selected jurisdiction.

14.5.3 The prevailing party shall be entitled to recover reasonable legal fees and court costs.

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14.6 Injunctive Relief & Provisional Measures

14.6.1 Nothing in this Agreement shall prevent either party from seeking **injunctive relief** in cases of:
a) **Breach of confidentiality** (Clause 8).
b) **Intellectual property infringement** (Clause 10).
c) **Non-compete or exclusivity violations** (Clause 9).

14.6.2 The affected party may seek **temporary or permanent injunctions** to prevent further violations.

14.7 Confidentiality of Dispute Resolution

14.7.1 All dispute resolution proceedings, including arbitration or mediation, shall be **confidential** and shall not be disclosed to third parties.

14.7.2 No statements, admissions, or settlement offers made during the dispute resolution process shall be used as evidence in any legal proceedings.

15. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement

15.1.1 This Agreement, including all schedules, annexes, and amendments, constitutes the **entire understanding** between the parties and supersedes all prior agreements, negotiations, or representations, whether written or oral.

15.1.2 No modification, amendment, or waiver of any provision of this Agreement shall be valid unless **in writing and signed** by both parties.

15.2 Amendments & Modifications

15.2.1 Any amendments to this Agreement must:
a) Be mutually agreed upon by both parties.
b) Be executed in writing and signed by authorized representatives.
c) Specify the sections being modified.

15.2.2 Changes to pricing, delivery schedules, or other operational matters may be made via **written addendums** without requiring a full amendment.

15.3 Assignment & Subcontracting

15.3.1 The Reseller **shall not assign, transfer, or subcontract** its rights or obligations under this Agreement without the prior written consent of the Supplier.

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15.3.2 The Supplier may assign or transfer this Agreement in connection with:
a) A **merger, acquisition, or sale of assets**.
b) A transfer to an **affiliate or subsidiary**.

15.3.3 Any unauthorized assignment shall be deemed **null and void**.

15.4 Relationship of the Parties

15.4.1 Nothing in this Agreement shall be construed to create a **partnership, joint venture, agency, or employment relationship** between the parties.

15.4.2 The Reseller acts as an **independent contractor** and has **no authority** to bind the Supplier or enter into obligations on its behalf.

15.4.3 Each party shall be solely responsible for its **own employees, taxes, and expenses**.

15.5 Notices & Communications

15.5.1 Any notice required under this Agreement shall be:
a) In **writing**.
b) Delivered **by hand, registered mail, courier, or email** with a confirmed receipt.

15.5.2 Notices shall be sent to the following addresses unless updated in writing:

Supplier:
[Supplier's Name]
[Supplier's Address]
[Supplier's Email]
[Supplier's Contact Person]

Reseller:
[Reseller's Name]
[Reseller's Address]
[Reseller's Email]
[Reseller's Contact Person]

15.5.3 Notices shall be deemed received:
a) On the **same business day** if delivered by hand or email before **5:00 PM (local time)**.
b) On the **next business day** if sent after **5:00 PM (local time)**.
c) Within **[3-5] business days** if sent via registered mail or courier.

15.6 Severability

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15.6.1 If any provision of this Agreement is found to be **invalid, illegal, or unenforceable**, the remaining provisions shall remain in full force and effect.

15.6.2 The parties shall negotiate in good faith to **replace the invalid provision** with one that closely aligns with the original intent.

15.7 Waiver

15.7.1 Failure or delay by either party to enforce any provision of this Agreement shall not constitute a **waiver** of rights.

15.7.2 A waiver of any provision shall only be valid if made **in writing and signed** by an authorized representative.

15.8 Language & Interpretation

15.8.1 This Agreement shall be executed in **[Language]**, and in case of translation, the **[original language] version** shall prevail.

15.8.2 Headings and section titles are for convenience only and shall not affect interpretation.

15.9 Costs & Expenses

15.9.1 Each party shall bear its own legal and administrative costs incurred in negotiating and executing this Agreement unless otherwise agreed.

15.10 Counterparts & Electronic Signatures

15.10.1 This Agreement may be executed in **multiple counterparts**, each of which shall be deemed an original and collectively constitute one document.

15.10.2 The parties agree that **electronic signatures, scanned copies, or digital approvals** shall be considered legally binding.

16. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Supplier:

[Supplier's Name]
[Authorized Signatory Name]
[Designation]

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[Signature]
[Date]

Reseller:

[Reseller's Name]
[Authorized Signatory Name]
[Designation]
[Signature]
[Date]

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