

INTERNET DISTRIBUTION AGREEMENT
(Reseller)

BETWEEN

.....

.....

O1

(hereinafter referred to as the "Manufacturer")

AND

.....

.....

(hereinafter referred to as the "Distributor")

(the Manufacturer and the Distributor hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Manufacturer operates a business involved in the manufacturing of various products, and wishes to have them all (or in part) distributed on the Internet by a distributor;

WHEREAS the Distributor wishes to distribute on the Internet the products hereinafter described, as per the terms and conditions hereinafter stated;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2

2.01 Distribution

The Manufacturer grants the Distributor the right to distribute for resale purposes the products as described in Schedule "....." of this Agreement (hereinafter referred to as the "Products") on the Internet, from the Distributor's Web site at the URL address <http://.....>

3.00 CONSIDERATION

--	--

Manufac. Distribut.
3631

03

3.01 Price List and Discounts

The Distributor is entitled to a discount of percent (..... %) on the purchase price of the Products, as per the actual price list attached as Schedule “.....” of this Agreement. The prices may be revised from time to time by the Manufacturer. Therefore, any new price list shall be forwarded to the Distributor, at least (.....) days before it becomes effective.

3.02 Terms and Conditions of Payment

The Distributor shall pay the Manufacturer the price of the purchased Products within the (.....) days following the said Products invoice date. However, the Manufacturer reserves his right to modify, from time to time, the said terms of payment by sending a prior notice to the Distributor relating to any product ordered by the latter after he has received the said notice.

3.03 Applicable Taxes

The purchase price payable by the Distributor is subject to all applicable sale taxes and to any other tax which may become applicable in the future.

4.00 SPECIAL PROVISIONS

4.01 Parties' Representatives

Each party acknowledges that the person appointed hereafter (or any substitute following a notice sent to the other party to that effect) represents that party and has full power to act, make decisions, and give the required authorizations with respect to the management and execution of this Agreement.

- Manufacturer's Representative: *(name, telephone, fax and e-mail)*
- Distributor's Representative: *(name, telephone, fax and e-mail)*

4.02 Electronic Communications

The Parties' representatives may electronically communicate between them. Should this occur, the following presumptions shall apply:

- the presence of an identification code on the electronic document shall be sufficient to identify the sender and to establish the authenticity of the document;
- an electronic document containing an identification code shall constitute a written document signed by the sender;
- an electronic document or any printout thereof, kept in accordance with normal business practices, shall be considered as an original.

The Parties' representatives may also communicate by fax between them.

4.03 Order Taking Process

The Distributor shall allow the customers to order the Products from its Web site:

- by the Internet,
- by telephone, using toll-free numbers (ex.: 1-800),
- by fax,
- by mail.