

INTERNET SALE AGENCY AGREEMENT
(exclusive or non-exclusive)

BETWEEN

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(hereinafter referred to as the "Manufacturer")

AND

.....

.....

(hereinafter referred to as the "Agent")

(the Manufacturer and the Agent 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*) sold on the Internet through a sale agency;

WHEREAS the Agent wishes to represent the Manufacturer to sell 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

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2.01 Internet Sale Agency

Should the Agent fulfill his obligations under this Agreement, the Manufacturer grants the Agent the right to sell the products as described in Schedule "....." of this Agreement (hereinafter referred to as the "Products") on the Internet, from the Agent's Web site at the URL address <http://.....>

3.00 CONSIDERATION

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03 3.01 Commission

The Agent is entitled to a commission of per cent (.....%) of the net sale price of the Products (i.e. after any discount and before any tax, transport, delivery and installation fee), for any order taken by the Agent and paid by the customer.

OR

The Agent is entitled to a commission as established in Schedule "....." of this Agreement and calculated on the net sale price of the Products (i.e. after any discount and before any tax, transport, delivery and installation fee), for any order taken by the Agent and paid by the customer.

04 3.02 Conditions of Payment

The commission is payable to the Agent by the Manufacturer within a delay of (.....) days following the payment of any order.

OR

The commission is payable to the Agent by the Manufacturer once a month on the.....th (.....th) day following the end of each month.

3.03 Exchange Rate

The commission payable to the Agent by the Manufacturer is calculated on the net sale price, in (*Canadian dollars, U.S. dollars, etc.*). If the payment of any order is made in foreign currency, the commission is then calculated on the payment received, converted in currency, according to the current exchange rate prevailing on the day the said payment is received.

3.04 Credit and Reimbursement

Should a credit or a reimbursement be granted to a customer or a credit card company refuse to pay the Manufacturer, the Manufacturer is entitled to deduct the amount of any paid or payable commission to the Agent from any further payable commission.

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*)
- Agent'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 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.

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