

Agency Agreement

This Agreement, effective this day _____ of _____ in the year 20_____

is entered into between _____ (Company),

and _____ (Agent), a corporation or other entity having its principal place of business

at address: _____

_____ state _____ post code _____

Country _____

1. TERM

Original Term

This agency agreement shall continue from the effective date hereof and, unless sooner terminated in accordance with the provisions of Paragraph 7 below, shall have an initial term of one year. Thereafter, the agreement shall be automatically renewed on a yearly basis unless sooner terminated by either party in accordance with the provisions hereof.

2. AUTHORISED LOCATIONS AND TERRITORIAL RIGHTS

A. Agents Market Trading Area and Territorial Rights; Agent is responsible for effectively selling, servicing, and otherwise representing assigned Company product(s) in the territory designated. It is the intention of Company and Agent that Agent devote its full efforts to developing its Market Trading Area. Agent agrees, therefore, that it will not engage, either directly or indirectly, in any activities contemplated by this Agreement from locations outside of its Market Trading Area, or directed to customers located outside of its Market Trading Area. Company will not authorise any other company or entity to establish an agency in Agents Market Trading Area, if Agent meets its obligations under this Agreement.

B. Facility Location, Design and Appearance Agent agrees to conduct its operations solely from locations within its Market Trading Area which have been approved by Company. Agent may only establish additional facilities within its Market Trading Area with the prior consent of Company. Agent warrants that its facilities will be properly maintained and satisfactory in appearance to promote and preserve the image of Company.

3. RESPONSIBILITY TO PROMOTE, SELL AND SERVICE COMPANY PRODUCTS

A. Agents Responsibility to Promote and Sell (Describe and/or attach)

B. Responsibility for Service. Agent agrees to provide courteous, convenient, prompt, efficient and quality service, and agrees that it will maintain a service department sufficient to meet its obligations hereunder.

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4. SALE OF PRODUCTS

A. Sale of Product (s) by Agent, Agent has a price list specifying the current product (s) range which Agent may purchase. Company may update the price list by furnishing the Agent a superseding price list.

B. Sale of Parts and Accessories to Agent. New or re-manufactured parts and/or accessories marketed by Company are called Parts and Accessories. Orders for Company Parts and Accessories will be submitted and processed according to written procedures established by Company or other designated suppliers.

C. Prices and Other Terms of Sale

- (1) **Product (s)** Prices, freight and/or destination charges, and other terms of sale applicable to purchases of product (s) range are established by Company. Company may change prices, destination charges and other terms of sale applicable to any product (s) range any time.
- (2) **Parts and Accessories** Prices and other terms of sale applicable to Parts and Accessories are established by Company. Company may change prices, destination charges and other terms of sale applicable to Parts and Accessories at any time.

5. INVENTORY

A. Product Inventory. Agent recognises that customers expect Agent to have a reasonable quantity and variety of current product range in inventory. Accordingly, Agent agrees to stock and sell, subject to any supply restrictions, Company product (s) in quantities sufficient to meet its obligations under this Agreement.

B. Parts and Accessories. Agent covenants and agrees to stock sufficient Parts and Accessories to perform warranty repairs and policy adjustments and meet the demands of its customers.

6. WARRANTIES ON PRODUCTS

Agent is required to abide by the terms of Company warranty policy, to inform customers accurately of the warranty provisions, and not to resolve warranty claims by engaging the customer, ex parte, or placing blame or liability on Company.

Agent shall make available to prospective purchasers a copy of Company written warranty then in effect.

Company shall furnish through Agent to each purchaser of one of Company standard written limited warranty in effect at such time.

Company warranty is in lieu of any other express warranty with regard to Company products.

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Agent shall obtain the purchaser's signature (s) on the Warranty Registration Card accompanying Company written warranty, and thereafter cause such Warranty Registration Card to be mailed or delivered to Company not later than thirty (30) days after the delivery of the product (s).

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7. TERMINATION

A. Termination of Agreement

1. By Agent. If Company fails to provide an adequate stock of product (s) to the agent pursuant to timely orders, Agent may terminate this agreement by giving Company thirty (30) days written notice.

2. By Company

a. Failure to be Licensed If Agent fails to secure or maintain any license required for the performance of obligations under this Agreement, or such license is suspended or revoked, Company may immediately terminate this Agreement by giving the Agent written notice.

b. Misrepresentation, Failure to Conduct Operations, or Change of Owner. If Agent submits any false information to Company or to customers, fails to conduct customary distributor operations or sells, assigns or otherwise transfers its interest hereunder, without prior written consent from Company, Company may terminate this Agreement upon thirty (30) days written notice.

c. Events of Default. If Agent shall suffer any of the following events: bankruptcy or actions by creditors against dealers, or changes in location or ownership, Company may immediately terminate this Agreement by giving the Agent written notice. Agent agrees to immediately notify Company upon the occurrence of any event of default.

d. At the End of Any Yearly Term. This Agreement may be terminated by Company, with or without cause, on the expiration of any yearly term as defined in paragraph 1, by providing 60 days written notice to the Agent.

8. INDEMNIFICATION

Agent shall indemnify and hold harmless Company from and against any claims, demands, losses, liability actions, lawsuit damages and expenses, including solicitor fees and court costs to the extent such claims, demands, losses, lawsuit damages and expenses result from any act or omission in connection with Agent distribution and sale of Company products and/or Agent obligations under this agreement.

9. INVENTORY REPURCHASE AND HOLD-HARMLESS

Upon termination of the Agreement by either party as herein provided, Company has the exclusive option exercisable within (30) days following termination to repurchase from Agent at the price paid by Agent, less actual freight, all company products sold by Company to Agent hereunder, less a discount of ten percent (10%) of such prices for handling. Agent shall sell and deliver to Company, upon demand, all such products as Company shall opt to repurchase when payment therefore is tendered to Agent, and upon proof of clear title thereto by Agent.

With respect to any company product (s) repurchased by Company pursuant to this agreement, Agent agrees to indemnify and hold harmless Company and any agents to whom Company may transfer such product (s) herein after the "Company

Indemnities" from and against any and all claims, lawsuits, costs, expenses and damages, including solicitor fees and court costs relating to or arising out of the possession or sale of such product (s) by Agent and/or Company Indemnities or the activities of the Agent and/or Company Indemnities with respect to the repurchase of the product, including but not limited to any claims by third parties that any such products has been sold to them and

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that the Agent and/or the Company Indemnities have no legal right to possession of such product (s) and/or no legal right to consummate the repurchase of such product (s).

10. FINANCIAL STATEMENTS

Agent shall furnish to Company its annual financial statement certified by a certified public accountant within 45 days of the close of its fiscal year. Agent to advise their Countries fiscal year from to.

11. CHANGES IN OWNERSHIP

Company has entered into this Agreement based upon, among other things, the personal qualifications and involvement of the Agent operator and Agent owner. Agent covenants and agrees that it cannot assign its rights under this Agreement without prior written approval of Company.

12. NO AGENT OR LEGAL REPRESENTATIVE STATUS

This Agreement does not make either party the agent or legal representative of the other for any purpose, nor does it grant either party authority to assume or create any obligation on behalf of or in the name of the others. No fiduciary obligations are created by this Agreement.

13. TRADEMARKS, SERVICE MARKS, SIGNS AND LOGOS

Agent is hereby granted the privilege to use, subject to the limitations set forth below the trade name and trademark of Company. Agent shall identify itself as an "Authorised Agent" in all advertising materials, other printed matter utilized by Agent in the conduct of its business during the term of this Agreement. Upon termination of the Agreement Agent shall immediately discontinue the use of the trademark and trade name of Company and Agent shall immediately remove all signs and other printed material of any kind bearing the trademark or trade name of Company. Agent shall then have no further privilege to use the name of Company.

14. NOTICES

Any notice required to be given by either party to the other in connection with this Agreement must be in writing and delivered personally or by mail. Notices to Agent will be directed to Agent or its representatives at Agent's principal place of business, and notices to Company will be directed to the Managing Director, (address). Mailed notices will be deemed received on the date deposited in Australia Post, including express mail.

15. DISCLOSURE

Agent acknowledges that it has read and understood this Agreement and that Company has afforded Agent ample time and opportunity to consult with advisors of Agent's own choosing about the potential benefits and risks of its entering into this Agreement.

16. FILING OF CLAIMS

Any claim whatsoever against Company or representatives of Company resulting from or arising out of this Agreement that is not set forth in writing by registered by mail within thirty (30) days after termination of this Agreement shall be considered waived.

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17. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties as to the subjects therein contained, and any and all prior or contemporaneous proposals commitments and representation, oral or written, are merged herein and superseded hereby.

18. AMENDMENTS IN WRITING

This Agreement shall not be altered or amended except in writing and signed by the parties hereto.

19. WAIVER

No waiver by Company of any default or breach of any promise covenant or obligation by Agent hereunder, shall constitute a waiver by Company of any subsequent default or breach by Agent hereunder.

Executed on the day and date first above written at Australia.

Company Name _____

By: _____ Title _____

Signature: _____

Agent Name: _____

By: _____ Title _____

Signature: _____

Agent Name: _____

Phone Numbers : include area code and country code: _____

Email: _____

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