This Reseller Agreement (this “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**[Supplier/Manufacturer Name]**, a [state/country] [entity type] with its principal place of business at [address] (“**Supplier**”),

and

**[Reseller Name]**, a [state/country] [entity type] with its principal place of business at [address] (“**Reseller**”).

Supplier and Reseller may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Appointment**

1.1 **Appointment.** Supplier hereby appoints Reseller, and Reseller accepts appointment, as a [non-exclusive/exclusive] reseller of Supplier’s products described in *Exhibit A* (the “**Products**”) within the territory defined in *Exhibit B* (the “**Territory**”).

1.2 **No Agency.** Reseller is an independent contractor and has no authority to bind Supplier or make commitments on its behalf.

**2. Orders and Pricing**

2.1 **Orders.** Reseller shall purchase Products by submitting purchase orders to Supplier. No order is binding until accepted by Supplier in writing.

2.2 **Pricing.** Prices for the Products shall be as set forth in *Exhibit C*, subject to change by Supplier upon [30] days’ written notice.

2.3 **Payment Terms.** Reseller shall pay invoices within [30] days of invoice date unless otherwise agreed in writing.

**3. Reseller Obligations**

Reseller agrees to:  
(a) actively market, promote, and sell the Products in the Territory;  
(b) maintain sufficient staff and facilities to fulfill its obligations;  
(c) refrain from making any false or misleading representations about the Products or Supplier; and  
(d) comply with all applicable laws and regulations in connection with the sale and distribution of the Products.

**4. Intellectual Property**

4.1 **Ownership.** Supplier retains all right, title, and interest in and to its trademarks, trade names, service marks, logos, copyrights, patents, trade secrets, and other intellectual property (“**IP**”).

4.2 **License.** Supplier grants Reseller a limited, non-exclusive, non-transferable license to use Supplier’s IP solely for the marketing and resale of the Products in the Territory.

**5. Confidentiality**

Each Party shall maintain the confidentiality of non-public information disclosed by the other Party in connection with this Agreement and shall not disclose or use such information except as necessary to perform its obligations hereunder.

**6. Warranties and Disclaimers**

6.1 **Supplier Warranty.** Supplier warrants that the Products will conform to Supplier’s published specifications and be free from material defects for [12] months from delivery.

6.2 **Exclusions.** This warranty does not apply to misuse, unauthorized modifications, or normal wear and tear.

6.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. Indemnification**

Reseller shall indemnify, defend, and hold harmless Supplier from any claims, damages, or expenses arising from (i) Reseller’s marketing or resale of the Products, or (ii) Reseller’s breach of this Agreement.

**8. Limitation of Liability**

EXCEPT FOR LIABILITY ARISING FROM CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**9. Term and Termination**

9.1 **Term.** This Agreement shall commence on the Effective Date and continue for [two (2)] years, unless terminated earlier.

9.2 **Termination for Convenience.** Either Party may terminate this Agreement upon [60] days’ prior written notice.

9.3 **Termination for Cause.** Either Party may terminate immediately if the other Party breaches any material provision and fails to cure within [30] days of written notice.

9.4 **Effect of Termination.** Upon termination, Reseller shall immediately cease representing itself as a reseller of Supplier’s Products and return or destroy all confidential information.

**10. Miscellaneous**

10.1 **Entire Agreement.** This Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to its subject matter.

10.2 **Amendments.** Any amendment must be in writing signed by both Parties.

10.3 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of [State], without regard to conflicts of law principles.

10.4 **Assignment.** Reseller may not assign this Agreement without Supplier’s prior written consent.

**IN WITNESS WHEREOF**, the Parties have executed this Reseller Agreement as of the Effective Date.

**Supplier:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reseller:**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Products**

[List of products covered]

**Exhibit B – Territory**

[Define geographic territory or channels where reseller is authorized]

**Exhibit C – Pricing and Payment Terms**

[List wholesale prices, discount rates, payment schedule, currency]