

CONTRACT FOR THE MANUFACTURE AND SALES OF GOODS

This Sales Agreement (the "Sales Contract") is made on [DATE],

BETWEEN: [SELLER NAME] (the "Seller"), a corporation organized and existing under the laws of [STATE/PROVINCE], with its head office located at:

AND: [BUYER NAME] (the "Buyer"), a corporation organized and existing under the laws of [STATE/PROVINCE], with its head office located at:

1. DESCRIPTION OF MANUFACTURE AND SALE

Seller agrees to manufacture and sell to buyer the following goods:

[DESCRIBE GOODS AND SET FORTH SPECIFICATIONS] (the "goods").

2. PAYMENT

Buyer agrees to pay for the goods as follows: [%] down within [NUMBER] days after execution of this agreement; [%] within [NUMBER] days after seller notifies buyer of opportunity to inspect and seller's intent to make delivery at expiration of [NUMBER] days from notice; and [%] upon delivery. If seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery.

3. DELIVERY SCHEDULE

Seller shall commence to manufacture within [NUMBER] weeks following receipt of buyer's initial deposit. Subject to the provisions of Section Five, seller will complete such manufacturing and make the goods available for inspection at seller's plant not later than [DATE]. If buyer's inspection discloses defects or adjustments, seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Buyer shall then have an opportunity to make a final pre-shipment inspection. Seller shall within [NUMBER] days of inspection cause the goods to be appropriately packaged and shipped to [ADDRESS], [CITY], [STATE/PROVINCE], or to such other destination specified by buyer. Seller shall pay all expenses of packaging and preparations for shipment and buyer shall pay all costs of shipment, including insurance on both seller's and buyer's respective interests.

4. EXCUSE FOR NONPERFORMANCE

Seller's obligations under this agreement are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, delays, shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of seller. Impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

5. WARRANTIES AND LIMITATIONS

Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if buyer receives notice of any claim of such infringement, it shall, within [NUMBER]days, notify seller of such claim. If buyer fails to forward such notice to seller, it shall be deemed to have released seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

6. ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of seller as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written.

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title