

SECTION I. FORCELL USA, INC. SALES TERMS & CONDITIONS.

Forcell USA, INC. hereby authorizes Reseller to advertise, demonstrate market, promote, distribute, and solicit orders for the Products on a non-exclusive basis subject to all the terms and conditions of this Agreement.

Commencement Date: This agreement shall be effective, after execution by both parties, on the commencement date specified herein.

Duties of Reseller: The Reseller hereby agrees with the Company that the Reseller will at all times during the continuance in force of this agreement observe and perform the terms and conditions set out in this agreement and in particular.

1, PURCHASE REFERENCES: Each purchase order must contain 6 references for each brand ordered.

2, PAYMENT TERMS: 50% of invoice amount. 50% When products are ready to ship.

3, PAYMENT METHOD: Wire transfer only

4, INCOTERM: EXW Warehouse, CA. USA. (Buyer pays shipping fee)

5, BUYERS RESPONSIBILITY: Order products on purchase order.

6, PURCHASE PRICE: To be the same as on the order form except if there is a price increase by manufacturer.
Price subject to change without notice.

7, PURCHASE ORDER: Cannot be canceled for any reason (No refunds will be granted.)

8, DAMAGED GOODS: Not responsible for damaged goods after shipment leaves our CA warehouse.

9, RETURN GOODS POLICY: No returns accepted.

10, LEAD TIME: Estimated to be 7~10 days for in stock products, and out of stock will be
Automatically reordered, please allow for an additional 4~6 weeks for delivery.

11, EXPIRATION DATES: Forcell USA, Inc. will strive to provide at least 12 months.

12, TERRITORY OF SALES: USA only. (No Export)

13, MAP AGGEMENT: Maintain Minimum Advertised Price (“MAP”). Reseller agrees not advertise the Product at a price below the MAP, The Minimum Advertised Retail Price for the brands are listed on the order form. And agrees to adjust its advertised price, if necessary, within (24) hours of being notified by Forcell USA, INC. of a change in the MAP.

14, TERMINATION OF AGGEMENT: Either party shall have the right to terminate this agreement by giving (10) days’ notice in writing. The Company shall have the right at any time by giving notice in writing to the Reseller to terminate the agreement forthwith if the Reseller commits a breach of any of the terms or conditions of this agreement. Upon termination of this Agreement, Reseller shall cease to use any of the Brands trademarks, names, logos or copyrighted materials and shall, within a reasonable time, remove any reference to these brands, along with advertising and promotional material. Non-disclosure. Both parties undertake that they will not at any time after the making of this agreement divulge any information in relation to the other’s affairs, business or method of carrying on business.

15, NO PARTNERSHIP OR AGENCY CREATED: Nothing in this agreement shall constitute, or be deemed to constitute, a partnership between the parties hereto or constitute, or be deemed to constitute, the Reseller as agent of the Company for any purpose whatsoever, and shall have no authority or power to bind the Company or to contract in the name of the Company, or create a liability against the Company in any way or for any purpose. The Company shall not be liable for acts or defaults of the Reseller or of the Reseller’s employees or representatives.

16, ARBITRATION: Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

17, APPLICATION OF LAW: This agreement shall be deemed to have been made in California, USA, and the construction, validity and performance of this agreement shall be governed in all respects by the laws of the State of California, USA.

FORCELL USA INC:

By: _____
Name: _____
Title: _____
Date: _____

BUYER:

By: _____
Name: _____
Title: _____
Date: _____