

# OEM MANUFACTURER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

OEM Manufacturer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Authorized Dealer / Distributor:

Dealer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## Product Description:

Product(s) Covered by this Agreement: \_\_\_\_\_

OEM Part Numbers / SKUs: \_\_\_\_\_

## Term and Termination:

This Agreement shall commence upon execution by both parties and shall continue in effect until terminated by either party upon at least thirty (30) days' prior written notice. Either party may terminate immediately for material breach not cured within fifteen (15) days of written notice. Upon termination, all rights and obligations shall cease except those which expressly survive termination.

## OEM Obligations:

OEM agrees to manufacture and supply the Products in accordance with specifications, quality standards, and delivery schedules mutually agreed upon. OEM will comply with all applicable laws and regulations governing the manufacture and sale of the Products in the United States.

## Dealer Obligations:

Dealer agrees to promote, market, and sell the Products exclusively within the designated territory. Dealer shall maintain inventory levels sufficient to meet customer demand and provide prompt, professional service and support to customers.

## Pricing and Payment Terms:

Prices for Products shall be set forth in separate price lists provided by OEM and may be updated upon thirty (30) days' written notice. Payment terms are net thirty (30) days from invoice date unless otherwise agreed. Late payments shall bear interest at the maximum rate permitted by law.

## Intellectual Property:

OEM retains all rights, title, and interest in its trademarks, trade names, patents, copyrights, and other intellectual property. Dealer is granted a limited, non-exclusive license to use such intellectual property solely for the purpose of marketing and selling the Products during the term of this Agreement.

**Confidentiality:**

Both parties agree to maintain the confidentiality of proprietary information disclosed during the term of this Agreement and to use such information only for performance of this Agreement. This obligation shall survive termination.

**Warranties and Disclaimers:**

OEM warrants that the Products will conform to specifications and be free from defects in material and workmanship for a period of twelve (12) months from delivery. OEM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability:**

Neither party shall be liable to the other for special, incidental, consequential, or punitive damages arising out of this Agreement. OEM's total liability under this Agreement shall not exceed the total amount paid by Dealer for the Products giving rise to the claim.

**Indemnification:**

Dealer agrees to indemnify and hold harmless OEM and its officers, directors, and employees from any claims, damages, liabilities, costs, and expenses arising from Dealer's breach of this Agreement or negligence in marketing or selling the Products.

**Compliance with Laws:**

Both parties shall comply with all applicable federal, state, and local laws and regulations in the performance of their obligations under this Agreement.

**Force Majeure:**

Neither party shall be liable for failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions. The affected party shall notify the other promptly and resume performance as soon as practicable.

**Governing Law and Venue:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Entire Agreement and Amendments:**

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by authorized representatives of both parties.

**Severability:**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

**Waiver:**

Failure or delay by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

**Counterparts:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures and PDFs shall have the same force and effect as originals.

**OEM MANUFACTURER SIGNATURE**

**AUTHORIZED DEALER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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