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# Reseller Agreement

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This **Reseller Agreement** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the following parties;

**Supplier**

**Reseller**

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

**WHEREAS**, Supplier is engaged in the business of manufacturing, developing, or otherwise supplying certain products and/or services as described herein;

**WHEREAS**, Reseller desires to purchase such products and/or services from Supplier for the purpose of resale to end customers, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

## 1. Appointment and Scope

The Supplier hereby appoints Reseller, and Reseller accepts such appointment, as a non-exclusive authorized reseller of the products listed below ("**Products**"), within the \_\_\_\_\_ territory. This appointment is strictly limited to the resale of the Products to bona fide end users and does not grant Reseller the right to appoint sub-resellers, distributors, or agents without prior written consent of Supplier. The Supplier reserves the right to sell, distribute, or appoint other resellers for the Products within the Territory without restriction.

## **Products**

### **2. Orders and Pricing**

The Reseller shall submit purchase orders in accordance with Supplier's ordering procedures. All orders are subject to acceptance by Supplier. Prices for the Products shall be as set forth in Supplier's current price list, which may be amended from time to time upon written notice to Reseller. Unless otherwise agreed, all prices are exclusive of taxes, duties, shipping, and insurance, which shall be the sole responsibility of Reseller.

### **3. Payment Terms**

Reseller shall remit payment for all accepted purchase orders within the payment period specified in the Supplier's invoice, typically net \_\_\_\_\_ (\_\_\_\_\_) days from the invoice date, unless otherwise agreed in writing. Late payments shall accrue interest at the rate of one and \_\_\_\_\_ percent per month or the maximum allowable by law, whichever is lower. Supplier reserves the right to suspend deliveries or terminate this Agreement in the event of non-payment.

### **4. Reseller Obligations**

Reseller agrees to use its best commercial efforts to market and sell the Products in the Territory. Reseller shall maintain adequate knowledge of the Products to provide effective customer support and represent the Products truthfully and accurately without making unauthorized warranties or representations. The reseller shall also comply with all applicable laws, regulations, and export controls and avoid any conduct that damages the reputation or goodwill of Supplier or the Products.

### **5. Delivery and Risk of Loss**

Products shall be delivered FOB ("**Free on Board**") Supplier's shipping point unless otherwise agreed in writing. Title and risk of loss shall pass to Reseller upon delivery to the carrier. Delivery dates provided by Supplier are estimates only, and Supplier shall not be liable for delays beyond its reasonable control.

## 6. Resale Price

Reseller shall remain free to determine its own actual resale prices for the Products sold to end customers. However, to maintain the reputation, brand value, and competitive positioning of the Products, Supplier may from time to time issue a **Minimum Advertised Price (“MAP”) Policy** specifying the lowest price at which the Products may be advertised or publicly promoted by Reseller, whether in print, online, broadcast, or any other marketing channel. The MAP Policy shall not dictate the final sale price but shall restrict the advertised price. Reseller agrees to adhere to the MAP Policy as a condition of maintaining authorized reseller status. Supplier may update the MAP Policy at its discretion with reasonable advance notice to Reseller, and repeated violations of the MAP Policy may result in suspension or termination of this Agreement. Supplier may also provide Suggested Retail Prices (“SRP”) for the Products, which are non-binding recommendations intended to guide market positioning.

## 7. Intellectual Property

All trademarks, service marks, trade names, logos, copyrights, patents, trade secrets, and other intellectual property rights associated with the Products and Supplier’s branding are and shall remain the sole property of Supplier. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use Supplier’s trademarks and marketing materials solely in connection with the marketing, promotion, and sale of the Products under this Agreement. Reseller shall not alter, remove, obscure, or misuse any proprietary notices or branding. Any goodwill arising from Reseller’s use of Supplier’s intellectual property shall inure exclusively to Supplier’s benefit.

## 8. Marketing and Promotion

The Reseller shall conduct marketing and promotional activities at its own expense, subject to Supplier’s brand guidelines. Supplier may, at its discretion, provide marketing support materials. Reseller shall promptly cease any marketing practice deemed inappropriate or damaging by Supplier.

## 9. Non-Exclusivity

The Parties expressly acknowledge that this Agreement does not grant Reseller exclusive rights to sell the Products, nor does it restrict Supplier from selling directly to customers, appointing other resellers, or otherwise competing within the Territory.

## 10. Confidentiality

The Reseller shall maintain as confidential all non-public information disclosed by the Supplier, including but not limited to technical specifications, pricing, customer lists, and business strategies (“**Confidential Information**”). Reseller shall use Confidential Information solely for the purposes of fulfilling its obligations under this Agreement and shall not disclose it to any third party without Supplier’s prior written consent.

## 11. Warranties and Disclaimers

Supplier warrants that the Products will conform to the specifications set forth in the applicable documentation for a period stated in Supplier’s standard warranty terms. Except as expressly set forth herein, Supplier disclaims all other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Reseller shall pass through Supplier’s standard warranty to end users without modification.

## 12. Limitation of Liability

In no event shall Supplier be liable to Reseller or any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of profits, revenues, or data, even if advised of the possibility of such damages. Supplier’s total cumulative liability arising out of or related to this Agreement shall not exceed the amounts actually paid by Reseller to Supplier under this Agreement in the \_\_\_\_\_ months preceding the claim.

## 13. Term and Termination

This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, automatically renewing for successive one-year terms unless either Party provides at least thirty (30) days’ prior written notice of non-renewal. Either Party may terminate this Agreement immediately for material breach by the other Party that remains uncured for thirty (30) days following written notice. Upon termination, Reseller shall cease all use of Supplier’s intellectual property and return or destroy all Confidential Information.

Termination shall not relieve Reseller of its obligation to pay all amounts due for Products ordered prior to the termination date. Sections relating to intellectual property, confidentiality, limitation of liability, and governing law shall survive any termination or expiration of this Agreement.

### 13. Governing Law and

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of \_\_\_\_\_. Any disputes arising under or in connection with this Agreement shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_, \_\_\_\_\_ and the Parties consent to the personal jurisdiction of such courts.

### 14. Entire Agreement

This Agreement, together with its Schedules, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written.

### 15. Force Majeure

Neither Party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including acts of God, natural disasters, labor disputes, governmental actions, internet or communication outages, or shortages of materials.

### 16. Assignment

Reseller may not assign or transfer this Agreement or any of its rights or obligations without the prior written consent of Supplier. Supplier may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

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

**The Supplier**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**The Reseller**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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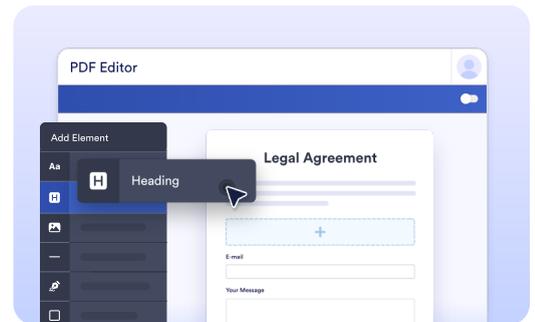
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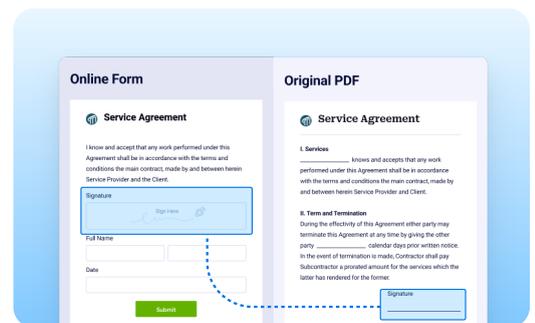
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