

GESTRA UK LTD.
UNIT 1 Sopwith Park
Andover SP10 3TS
England

Dear Reseller,

Reseller Appointment and Terms

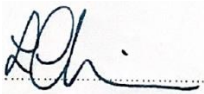
By this letter, you are appointed as a limited and non-exclusive reseller of certain Gestra UK Limited ("our", "we", "us") products (set out in Schedule 2).

Your appointment is made on the terms and conditions set out in Schedule 1 ("Reseller Terms").

The Reseller Terms are intended to supplement our Standard Terms and Conditions of Sale set out in Schedule 3. To the extent that there is any conflict between the Reseller Terms and our standard terms and conditions of sale, the Reseller Terms shall prevail.

We would ask that you confirm your agreement to all these terms by signing this letter.

Yours sincerely



Lindsay Norris
General Manager
Gestra UK Limited

We acknowledge receipt of this letter. We agree to the Reseller Terms, and give the undertakings, set out in Schedule 1.

Signature:

Printed Name:

Position:

Company :

Email:

Address Line 1:

Address Line 2:

Date:

SCHEDULE 1

(Reseller Terms)

Appointment and Extent of Authority

You are appointed as a limited and non-exclusive reseller for the resale, within the United Kingdom ("Territory"), of those products set out in Schedule 2 ("Authorised Products").

You shall be permitted to resell the Authorised Products with effect from the date of the letter providing you with these terms until we notify you otherwise.

While you shall be expressly entitled to solicit sales within the Territory, nothing in these terms shall prevent you on a non-exclusive basis from selling Authorised Products in any member state of the European Union or the European Economic Area but in no event shall you have any right or licence to advertise, market, promote or solicit sales of any of the Authorised Products outside of the Territory (which for the purposes of EU legislation is an area reserved for us and/or our exclusive distributors).

You shall not sell any of the Authorised Products to any person or entity outside the European Union or the European Economic Area, nor to any person who you believe or ought to know has sold, is currently selling or distributing, or might sell or distribute outside the aforementioned area (whether directly or indirectly) without first informing us of your proposed sale and obtaining our prior written consent.

We expressly reserve the right to appoint any other person as our distributor, reseller or agent for the sale or distribution of any of the Authorised Products within and/or outside the Territory and we shall have the right to sell or distribute all of the Authorised Products within and/or outside the Territory on our own account.

The Authorised Products shall be sold by you at prices that are determined solely by you. We may suggest recommended prices from time to time but these are recommendations only and you shall at all times remain free to set your own prices.

The relationship established by these terms is that of independent contractors. You shall not act as our agent and shall make this clear in your dealings with customers (whether actual or prospective). All financial obligations associated with your business are and shall remain your sole responsibility. All sales and other agreements between you and your customers are and shall remain your exclusive responsibility.

You shall comply with any practices and/or procedures which we may from time to time designate as applicable to the sale and marketing of any of the Authorised Products. You shall ensure that any use you make of any of our intellectual property rights which we may authorise in writing shall be in accordance with such rules, policies and/or guidelines as we may specify. You shall not make any communications or representations to your customers or potential customers with respect to the specifications, features, or capabilities of any of the Authorised Products that are inconsistent with our literature or which are false, misleading or illegal. You will not make any modifications to Authorised Products without our prior written authorisation.

Intellectual Property Rights

Your appointment does not confer on you, your employees, agents, independent contractors or any other person or entity any right title or interest in any copyrights, trademarks or other intellectual property rights within or associated with the Authorised Products or us.

You shall not be permitted to use any of our intellectual property rights (including the name "Gestra UK Ltd.") as part of your business other than as expressly agreed in writing and we shall have absolute discretion as to whether or not to agree to any such use. In the event that we permits you to use any of our intellectual property rights, you shall only do so to the extent absolutely required for the purpose specified and, in doing so, shall at all times observe any rules and/or policies which we may prescribe from time to time with regard to the use of such intellectual property rights.

You agree not to remove, deface, cover or alter any of our intellectual property rights on any of the Authorised Products or their packaging or add any marks to Authorised Products or their packaging. You shall not license others to use any of our intellectual property rights under any circumstances save as expressly permitted in writing by us.

Warranties, Limitations and Remedies

Each of the Authorised Products shall be sold to you with the benefit of the warranties provided in our standard terms applicable to such products. Other than those warranties, we make no warranty or representation as to the performance of the Authorised Products or as to service to you and all other warranties and conditions, whether express or implied are hereby excluded to the fullest extent permitted by law.

Our liability (if any) for damages relating to any Authorised Products and the execution, performance and termination of this arrangement, including a breach of any warranty, condition or other obligation will in no event include damages of any kind for indirect losses including without limitation incidental or consequential losses or loss of profits, loss of business, loss of business opportunity, interest and loss of data.

Our total liability in respect of all claims of any kind in connection with the dealings between us under this arrangement or otherwise in relation to the Authorised Products shall not exceed the lesser of the amounts paid by you for the specific Authorised Products in relation to which such liability arises during the period of twelve (12) months preceding the date of the claim or two hundred and fifty thousand pounds (£250,000).

Your remedy for breach of warranty, condition and/or other obligation will, at our option, either be repair or replacement of the relevant Authorised Product, in the case of replacement the defective product of equivalent functionality, age, condition and value. The remedies set forth in these terms will be the your sole and exclusive remedies for breach of this arrangement and/or any warranty, condition and/or other obligation of this arrangement.

None of the above shall exclude or limit our liability for any of the following matters:

- (a) for death or personal injury caused by our negligence or the negligence of our employees or agents;
- (b) for fraudulent misrepresentation; and
- (c) for any other matter in respect of which law prescribes that liability may not be excluded or limited.

Anti-Bribery and Corruption

In 2010 we welcomed the introduction of the UK Bribery Act 2010 ("Act"). The Act both replaces and extends the existing UK law on bribery and, in particular, it introduces four new offences:

- (a) 'Active bribery' - giving, providing or offering a bribe to any third party, whether or not that third party is employed in the private or public sector;
- (b) 'Passive bribery' - requesting, agreeing to receive or accept a bribe, again whether or not the other party involved is an employee in the private or the public sector;
- (c) Bribing a foreign public official;
- (d) Failure by a company to prevent persons or representatives acting on their behalf from paying a bribe.

As an appointed reseller of the Authorised Products, we believe that you share our commitment to professional integrity and respect and that you maintain the same high standards in your dealings with your own partners, suppliers and customers as we do.

To comply with the requirements of the Act we require you to comply with and provide the following undertakings:

You undertake that your subsidiaries or affiliates and any person acting on your behalf, including your directors, officers, employees and agents (together "Representatives"):

- (a) have not offered, promised, given, accepted or agreed to receive; and
- (b) will not offer, promise, give, accept or agree to receive, any financial or other advantage, whether directly or through any other person or entity, to or for the benefit of:
 - I. any Public Official (whether in United Kingdom or overseas) or any political party or political party official or candidate for office;

- II. any officer, director, employee or any person who is in a position of trust or expected to perform their function in good faith or impartially; or
- III. any agent or representative of any person or entity listed in I or II above, as an inducement or reward for taking, or omitting to take, any action in respect of such person's or entity's business or affairs, whether or not such payment, gift, promise or advantage would violate any law or regulation applicable in the territory/territories where you do business ("Applicable Law").

You undertake that you and your representatives will not request any action, inaction or services that would violate any Applicable Law.

You undertake to keep books, accounts and records that properly, fairly and accurately record and report all transactions related to sales of Gestra UK Ltd.'s products to comply with Applicable Law in relation to such record keeping requirements and keep such books, accounts and records for a period of at least seven years following the period to which they relate.

Termination

Either of us shall be entitled to terminate this arrangement forthwith by notice in writing to the other if:

- (a) the other party commits a material breach of any of its obligations (as set out in these terms);
- (b) the other party commits any other breach of any of its obligations (as set out in these terms) and fails to remedy such breach within 30 days of notice requiring it to do so or, where such breach has been remedied within such period, if there is a further breach within six (6) months of any such previous breach;
- (c) the other party:
 - I. ceases to carry on the relevant parts of its business or disposes of all of its assets;
 - II. is unable to pay its debts;
 - III. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertakings, assets or income;
 - IV. has a petition presented (which is not discharged within 20 days) to any court for its winding up or for an administration order; or
 - V. has passed a resolution for its winding-up.

Either of us shall be entitled to terminate this arrangement at any time for any reason by serving not less than 1 month's notice on the other party.

Effect of Termination

Upon termination of this arrangement all outstanding invoices will become immediately due and payable. No compensation shall be payable to you for termination by us. Furthermore, we may, at our option, purchase any or all Authorised Products then in your possession at prices not greater than the prices paid by you for such Authorised Products. In the event of any repurchase, you will deliver the Authorised Products to be repurchased to the warehouse facility or freight forwarder specified by us within thirty (30) days of our request. Upon receipt of any Authorised Products reacquired from you, we will issue an appropriate credit to your account or refund such amount (as applicable). You may distribute, in accordance with these terms, any inventory of Authorised Products not repurchased by us until the earlier of ninety (90) days following termination of this arrangement or the exhaustion of your inventory. Except with respect to selling of any inventory of Authorised Products not repurchased by us, you will immediately cease all display, advertising and use of all our names, marks or logo which is, or any part

of which is, similar to or confusing with any such designation used in connection with any Authorised Product (including, but not limited to, the removal of such logos and marks from any website owned or controlled by you). You will immediately return to us all of our confidential and marketing material in your possession.

SCHEDULE 2
(Authorised Products)

All Gestra-Labelled products purchased from Gestra UK Limited.

SCHEDULE 3

Gestra UK Limited General Terms

[GESTRA UK LIMITED \(click to view\)](#)