

SAPPHIRE BOILER

SALES AGENT AGREEMENT

This Agreement is made on the date of the last signature set out below.

1. EOGB Energy Products Ltd a company incorporated in England and Wales with registered number 01951401 whose registered office is at 5 Howard Road, Eaton Socon, Cambridgeshire, PE19 8ET (the **Supplier**); and
2. Of....., (the **Agent**)

Meanings

1. These words and phrases have defined meanings:

Agreement	this document including any amendments.
Effective Date	the date of signature of this Agreement.
Confidential Information	all confidential information (however recorded or preserved) disclosed by either party to the other party concerning the disclosing party's (a) business, affairs, customers, clients, Suppliers, plans, intentions, or market opportunities; (b) operations, processes, product information, expertise, designs, trade secrets or software; and (c) information developed by it under this Agreement.
Intellectual Property	any patent, copyright, registered design, unregistered design right, trademark or other industrial or intellectual property owned or used by the Supplier in or for the Products in the Territory and any applications for these.
Target	the minimum aggregate value of the purchases to be made by the Distributor from the Supplier as set out in Schedule 3 or as the parties agree in writing.
Products	the Products described in Schedule 1 and any other Products which the Supplier allows the Distributor to sell under this Agreement.
Quarter	each period of three months starting on the Effective Date and each consecutive period of three months ending on 31 March, 30 June, 30 September or 31 December for the period of this Agreement.

Supplier's Conditions	the Supplier's terms and conditions of sale set out in Schedule 4 as changed by the Supplier from time to time after written notice of the change to the Agent.
Territory	The geographical areas allocated to the Agent as specified in Schedule 2.
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	each period of 12 months from the Effective Date and each consecutive period of 12 months for the period of this Agreement.

2. Unless the context requires a different interpretation:
 - a. all singular words include plural ones and vice versa.
 - b. all references to sub-paragraphs, paragraphs, schedules, or appendices are to the ones in this Agreement.
 - c. all references to a person include firms, companies, government entities, trusts and partnerships.
 - d. the term 'including' does not exclude anything not listed.
 - e. all references to statutory provisions include any changes to those provisions.
 - f. no headings or sub-headings form part of this Agreement.

Basis of appointment

3. The Supplier appoints the Agent as its non-exclusive Agent to resell/install and maintain the Products in the Territory on the terms of this Agreement and accepts the appointment on these terms. The Supplier can appoint other distributors, agents, or franchisees to sell the Products in the Territory.
4. The Supplier can sell the Products directly to another agent in the locality if desired

Life of Agreement

5. This Agreement commences on the Effective Date and continues until the expiry of a notice to end it, served as permitted under this Agreement.

Agents obligations

6. The Agent must:
 - a. act conscientiously and in good faith and follow all the Supplier's reasonable instructions and not allow its own interests to conflict with its duties to the Supplier.
 - b. use its best endeavors to promote and sell the Products throughout the Territory with all due care and diligence.
 - c. buy the Products only for use or resale by it and negotiate and enter into contracts for the sale of the Products in its own name and for its own account at such prices and terms as it chooses.

- d. buy from the Supplier all its requirements of the Products and purchase only original Sapphire parts from EOGB
- e. refer to itself "Agent" of the Supplier in all dealings with the Products and in any associated promotional material, vehicles and premises.
- f. maintain, at its own expense, stocks, and promotional material
- g. ensure that the Products are stored and transported in optimum condition.
- h. attend regular meetings with the Supplier to discuss the marketing and selling of the Products.
- i. comply with all laws, regulations and applicable to the Products in the Territory, and advise the Supplier of them as far as is relevant.
- j. agree for EOGB to share contact details of the 'Agent' on their website

Supplier's obligations

- 7. The Supplier must:
 - a. make reasonable efforts to supply the Products to the Agent.
 - b. give the Agent reasonable notice of any changes (which the Supplier can choose from time to time) in the Supplier's prices of the Products or the Supplier's intention to extend the range of, withdraw, modify, or discontinue the Products; and
 - c. inform the Agent within a reasonable time of any problem in meeting the Agent orders.

Target

- 8. The Agent must use best endeavors to continue to meet each Target.

Risk, default and retention of title

- 9. Risk of loss or damage to the Products will pass to the Agent at the time of delivery of the Products.
- 10. While the Supplier still owns any of the Products, the Agent:
 - a. will hold those Products on a fiduciary basis as the Supplier's property and on the Supplier's behalf as bailee for the Supplier.
 - b. use or resell those Products only in its ordinary course of trade, but (in addition to the Supplier's other rights) this right will end immediately if any step occurs towards the Agents bankruptcy, insolvency, receivership, administration, liquidation, winding up or dissolution (**Insolvency Event**); and
 - c. must not otherwise deal with, pledge, encumber (except by floating charge) sell or dispose of those Products.
- 11. If any step is taken towards any Insolvency Event or if the Agent is overdue in any payment due, all sums will become immediately due and payable and the Supplier can choose, by immediate notice to the Agent: to end the Agent's right, if continuing, to use or resell the Products still owned by the Supplier, enter any place to recover those Products, and suspend or cancel any deliveries. The exercise of any of those choices will not cancel the Agent's obligation to pay the price for those Products, provided that the Supplier must make a fair allowance for the value of any Products which the Supplier has recovered.

Orders and Supplier's Conditions

12. The Agent should, where possible, provide written notice of its estimated orders for each month. It must make each order in writing and, subject to its acceptance, the Supplier must tell the Agent the estimated delivery date and must use reasonable efforts to meet this, but time of delivery is not of the essence. The Supplier's Conditions apply to all the Agent's orders for and the Supplier's sales of the Products, but this Agreement prevails if there is any inconsistency between them and this Agreement.

Sales and marketing

13. Unless the Supplier agrees otherwise, the Agent can only make the representations, warranties, or promises about the Products contained in the Supplier's literature or as allowed by the Supplier's Conditions.
14. The Supplier must, at its own cost, provide the Agent with information on advertising and promotion and any materials, information and support reasonably needed for the Agent to carry out its duties under this Agreement. The Agent must use for the Products only such advertising and sales matter approved by the Supplier and must display advertising materials and other signs provided by the Supplier.
15. The Supplier is entitled to participate with the Agents in fairs and exhibitions if required

Prices and payment

16. The prices of the Products payable by the Agent are set out in Schedule 1 and otherwise are the prices which the Supplier can, from time to time by at least 30 days written notice, notify to the Agent. Prices are exclusive of any applicable VAT and other sales taxes and duties, for which the Agent must be liable.
17. The Products are sold on an "ex works" basis so prices are exclusive of delivery, and where delivery is provided by the Supplier, the Agent must pay for all transport costs, including transit insurance.
18. Payment must be made no later than 30 days after the date of the Supplier's invoice. The Supplier can issue an invoice upon notifying the Agent that the Products are ready for collection.

Compliance with laws, regulations, and insurance

19. The Supplier warrants to the Agent that the Products will comply with any regulations in force in the UK market at the date the Supplier makes them available for collection,
20. The Supplier must maintain adequate product liability insurance for any Products which it supplies and must indemnify and hold harmless the Agent against any costs, claims, expenses, or losses reasonably incurred by the Distributor, arising out of claims made by customers or third parties in connection with defective Products sold by the Supplier to the Agent.
21. The Agent must indemnify and hold harmless the Supplier against any costs, claims, expenses, or losses incurred by the Supplier, as a result of the Agent, its employees or representatives, breaching any law or other regulation in force during the period of this Agreement or acting in default of a term of this Agreement.
22. The Agent and its employees and representatives, must comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

Intellectual property

23. The Agent acknowledges that the Intellectual Property in the Products and the Supplier's business and goodwill are the Supplier's property. The Agent can only use the Intellectual Property for the purposes of, and during, this Agreement, and only as authorised by the Supplier.
24. The Agent must:
 - a. not do, or fail to do, or authorise anyone else to do, anything which could invalidate the Intellectual Property.
 - b. not use any trademarks, trade names or get-up which resemble those of the Supplier; nor alter remove, or otherwise tamper with any trademarks, trade names or get-up which would be likely to confuse or mislead the public.
 - c. notify the Supplier as soon as it becomes aware of any actual, threatened, or suspected infringement in the Territory of the Intellectual Property; and
 - d. at the request and expense of the Supplier, take all steps during this Agreement as the Supplier reasonably requires, to assist in maintaining and enforcing in the Territory the Intellectual Property. This may include bringing or defending any court or other legal proceedings concerning Intellectual Property matters.

Confidentiality

25. Each party must, at all times, (a) keep confidential and not disclose to any person any Confidential Information and (b) only use such Confidential Information for the purposes of performing its obligations under this Agreement.
26. A party may disclose Confidential Information to its employees, officers, sub-contractors, representatives or advisers (**Permitted Disclosers**) who need to know such information for performing the party's obligations under this Agreement. That party must ensure that the Permitted Disclosers comply with the confidentiality provisions of this Agreement.

Termination

27. Either party can end this Agreement by 1 month written notice to the other to expire at any time during the life of the agreement at any time there is no lock-in period.
28. Either party can end this Agreement by immediate written notice if the other party commits a material breach of this Agreement and fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied.
29. Either party can end this Agreement by immediate written notice to the other if:
 - a. that other party commits a material breach of this Agreement which is not capable of remedy.
 - b. that other party is dissolved, wound up or becomes unable to pay its debts as they fall due.
 - c. a receiver is appointed, of any of the property or assets of that other party.
 - d. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986).
 - e. that other party has a bankruptcy order made against it or goes into liquidation.
 - f. that other party, being an individual, dies or because of illness or incapacity becomes incapable of managing their own affairs; or

- g. that other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
30. The Agent can end this Agreement if the Supplier stops producing or supplying all the Products.

Consequences of ending

31. This Agreement's end will not affect either party's accrued rights at the end.
32. Other than as set out in this Agreement, neither party will have any further obligation to the other under this Agreement after its end.
33. On this Agreement's end, the Agent must immediately stop:
- a. describing itself as a distributor of the Supplier; and
 - b. using any trademarks, trade names and brand names of the Supplier (including on stationery, premises, and vehicles).
34. The Agent must, at its own expense within 30 days, return to the Supplier all stocks of the Products (other than any for which it has paid, or accepted orders from customers, before this Agreement's end), samples and any advertising, promotional or sales material in its possession. The Agent must destroy any of that material as directed by the Supplier.

Circumstances beyond the control of the parties

35. Neither party will be liable for any failure or delay in performing an obligation (including a delivery delay or failure) resulting from any cause beyond its reasonable control, but it must as soon as reasonably practicable, notify the other party accordingly. In that case, either party can then suspend or end its obligations under this Agreement.

Entire agreement

36. This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place about this Agreement.

General

37. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and no third party will have any right to enforce or rely on any provision of this Agreement.
38. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
39. Provisions which by their intent or terms are meant to survive the end of this Agreement, will do so.
30. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal, or unenforceable, that provision or part provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement will not be affected.

31. Unless specifically provided by the parties, nothing in this Agreement will establish any partnership or joint venture between any of the parties or mean that any party becomes the agent of another party, nor does this Agreement authorise any party to enter into any commitments for or on behalf of any other party.
32. Any notice (other than in legal proceedings) to be delivered under this Agreement must be in writing and delivered by pre-paid first-class post to or left by hand delivery at the registered address or place of business of the notified party, sent by fax to the other party's fax number or by email to the business email address of the other party. Notices:
 - a. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and were posted from or to addresses outside the United Kingdom, on the tenth Working Day after the date of posting.
 - b. delivered by hand will be deemed to have been received at the time the notice is left at the proper address.
 - c. sent by fax will be deemed to have been received on the next Working Day after transmission.
 - d. sent by email will be deemed to have been received on the next Working Day after transmission.
33. The Supplier can assign or deal in any other manner with any of its rights under this Agreement or sub-contract all or any of its obligations under it. The Distributor cannot assign or otherwise deal with any of its rights or obligations under this Agreement, or subcontract any of its obligations under it and cannot appoint any agents or sub-distributors, without prior written consent.

Governing law and jurisdiction

34. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this Agreement on the day(s) and year set out below:

Signature:



Signature:

Print

Martin Cooke – Managing Director
For and on behalf of EOGB Energy Products Ltd

Date:

Date:

Schedule 1

The Products and Prices

Revised prices will be attached to this agreement on release.

Schedule 2

Territory

Territory allocated to the Agent

Schedule 5

Insurances to be maintained by the Distributor

Public Liability £ 5,000,000 for each claim or series of connected claims