

FireBrick® 105 Reseller Agreement

General

The purpose of this agreement is to set out the basis upon which the manufacturer (FireBrick Ltd.) of the FireBrick 105 (the product) will sell at reseller rates to companies who can be deemed to be resellers.

Manufacturer's Responsibility

The manufacturer will ensure that the product is built to a high quality standard and where possible supply resellers from stock. Should quality issues or other defects be revealed which may affect product already shipped to resellers, the affected resellers shall be notified and replacement hardware and or software as appropriate will be supplied free of charge at the discretion of the manufacturer. This represents the limit of liability for corrective action taken by the manufacturer for any defects. The manufacturer will (at the discretion of the manufacturer and the agreement of the reseller) place details of resellers on the FireBrick web site. FireBrick is a registered trademark belonging to the manufacturer. The manufacturer will provide technical support free of charge providing this facility is not abused by the reseller, otherwise we will charge our standard ad-hoc daily rate. Software upgrades are published on the FireBrick web site and are **freely** available to customers and resellers alike. The manufacturer will not accept responsibility or consequential losses for incorrectly sold or installed equipment, and in any event liability will be limited to the value of the product sold by the manufacturer.

Reseller's Responsibility

The reseller shall have freedom to sell the FireBrick at any reasonable price. The reseller must undertake not to give misleading information, charge unreasonably high sums for the FireBrick, or bring the FireBrick into disrepute. Resellers must be technically competent to sell and support the product, however technical support will be provided by the manufacturer to the reseller.

Should it be necessary for a reseller to return faulty product to the manufacturer, the manufacturer should be contacted with the serial number, nature of fault and any other relevant information, and a returns number obtained. A replacement unit will be despatched to the reseller as soon as possible and invoiced by the manufacturer, and the faulty unit must be returned for inspection. If inspection reveals that the unit has been abused, damaged or opened, or if no fault is found, the unit will be returned to the reseller, otherwise a credit note will be issued for the replacement unit. The returns number must accompany all communications and returned equipment.

Resellers are free to promote the FireBrick either as a single item or as part of a system, however any publicity material showing the FireBrick, its logo or any other information relating to the manufacturer must be agreed by the manufacturer **prior to publication**.

Credit

Payment terms between the reseller and the manufacturer shall be a mutually agreed number of calendar days from the invoice date. In the event of failure to adhere to these terms, interest **will** be charged on overdue invoices (currently 2.5% per month or part thereof) and future orders will be on a strictly **pro-forma** basis.

Termination

The manufacturer retain the right to withdraw from this agreement without notice, but would not normally intend doing so except in the event of one or more of the terms of agreement being broken.

Reseller:

Manufacturer: FireBrick Ltd.

Signature:

Signature:

Date:

Date: