



1200 Woodruff Road, Suite F9  
Greenville, South Carolina 29607  
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## NON-EXCLUSIVE RESALE/DISTRIBUTION AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Computer Telephony Distributing, Inc. (hereinafter "Seller") and

\_\_\_\_\_ located at

\_\_\_\_\_ (hereinafter "Buyer").

WHEREAS, Seller is a seller and distributor of Computer Telephony and VoIP products, software and services (hereinafter "products"); and

WHEREAS, Seller is in the business of selling and distributing similar products; and

WHEREAS, Seller and Buyer desire to enter into a non-exclusive distributor agreement whereby Buyer shall have the right to purchase certain designated products from Seller and shall have the right to resell/distribute the same products.

NOW, THEREFORE, it is hereby agreed as follows:

1. Buyer shall have the non-exclusive right to purchase and resell/distribute the products sold to it by Seller.

2. Buyer shall purchase goods and products from Seller at such price and upon such terms and conditions as are acceptable to Seller. The specific price, terms and conditions of each sale shall be confirmed between Buyer and Seller prior to the shipment of the products.

3. Seller makes no representations or warranties with respect to the products sold pursuant to this agreement. Seller is not the manufacturer of the products, and all warranties, if any, are only those extended by the manufacturer. It is specifically understood and agreed that **SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING NO WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCT IS FIT FOR A SPECIFIC PURPOSE.**

4. Either party retains the right to terminate this agreement by written notice thereof.

5. In the event Buyer is in default under any of the terms of purchase, including the payment of the purchase price of the products, and Seller engages the services of an attorney for collection, Buyer agrees to pay, in addition to the principal and interest owed, all costs of collection, including a reasonable attorneys' fee.

6. This agreement shall be governed by and interpreted under the laws of the State of South Carolina, without regard to its conflict of laws provisions.

**SELLER:**

By:



George Richardson, President

**BUYER:**

By:

\_\_\_\_\_  
Title:

**Witnessed:**



\_\_\_\_\_  
**Witnessed**