ELT Certified Contractor Agreement

This Agreement is made as of _____ (the "Effective Date") between:

ELT Global ("ELT")
245 King George Rd, Suite 320
Brantford Ontario
N3R 7N7

and

("the Contractor")

WHEREAS:

A. ELT is the owner of technology, know-how and intellectual property rights, including patent rights and trademark rights, relating to the Products, as defined below, and is either the producer of the Products, developer of production processes and provider of product and system warranties;
B. The Contractor wishes to sell the Products and services in association with the ELT Trademarks, defined below; and
C. ELT is willing to supply or has approved ELT Network Member Partners to supply, the ELT Products and Services, for sale by the Contactor on the terms and conditions set out below.

NOW THEREFORE, in consideration of the mutual promises set forth below, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

"Affiliate" of a party includes any person, partnership, joint venture, company or other entity, whether incorporated or not, that has an ownership interest in the party, is commonly owned with the party, in which the party has an ownership interest or that is not otherwise at arm's length from the party;

"Customer" includes any person or other entity to which the Contractor provides the Products and Services to;

“ELT Certified Contractor” from here on to be refered to as “the Contractor”, means a person or other entity identified by ELT as being approved, for the time being, to install and maintain specific ELT EasygGreen® Products and Systems, including plants and growth mediums, as may be specified by ELT, and support ELT EasyGreen® system product and system warranties;

"ELT Network Member Partner" means a Party approved by ELT to participate in a manufacturing, delivery, installation or other role relating to the supply and servicing of ELT EasyGreen® Systems;

"ELT Approved Producer" means a person or entity identified by ELT as being approved, for the time being, to supply required products, to the Distributor, as per ELT quality standards and specifications that qualify for ELT EasyGreen® Warranties;

"ELT Trademarks" means the trademarks identified in the ELT Handbook and any other trademarks used by ELT in association with the supplied products or with any related good or service anywhere in the world;

"Parties" means ELT and the Certified Contractor;

"Products" means those ELT products supplied to the Certified Contractor; and

"Third Party" in relation to a party means any entity that is not an Affiliate of the party.

2. ELT APPROVED PARTNER PROGRAM

The ELT EasyGreen® Systems are produced and delivered to end customers through a network of ELT Approved Partners. Certified Contractors marketing ELT EasyGreen® products are considered Approved Members of this program. Each ELT Network Approved Partner is required to comply with the current version, as issued from time to time, of an ELT Network Handbook for Approved Partners (the "ELT Handbook"). A current copy of the ELT Handbook will be provided to you with this Agreement. The ELT Handbook may be revised at ELT's sole discretion and may be made available to you in print or electronic form.

3. Limitations on the Contractor

In addition to the other limitations set out in this Agreement, the Contractor may not:

3.1. Use the Products in any manner that is not specifically permitted in ELT Specifications and Data Sheets.

3.2. Use any of the ELT Trademarks in association with wares other than the Products.

3.3. Purchase any Products, or any component of the Products, or any product to be sold in combination with the Products from any one other than ELT with out prior expressed written consent from ELT to do so.

4. PRODUCT, FEES AND PRICES

4.1. Products, Product Lists and Prices

ELT will publish a price list for ELT Products available to the Contractor through the ELT Quote Tool provided to each Contractor (a "Product List"). ELT may revise their Product Lists at any time and may discontinue any product for any reason. ELT may vary the products that it supports, and may change the prices for those products as per the ELT Handbook provided to the Contractor.

The Contractor will pay the price for each ELT Product in the currency set out in the Product List.

5. MINIMUM QUANTITIES

The Contractor will order ELT Products from ELT or ELT Approved Partners as per any minimum requirements listed on the price list.

6. DELIVERY

The Contractor will notify ELT and ELT Approved Producers of its requirements as per the Best Managment Practices in the ELT Handbook and as per any lead time or pre-payment requirements.

7. IDENTIFICATION OF CONTRACTOR AND USE OF ELT'S TRADEMARKS AND OTHER INFORMATION

7.1. Authority to Use

7.1.1. ELT authorizes the Contractor to use the ELT Trademarks in association with the promotion, sale, and use of ELT Products, as per the ELT Handbook.

7.1.2. Nothing in this Agreement gives the Contractor any right, title or interest in the ELT Trademarks.

7.2. Restrictions of Use

7.2.1. The Contractor will only use ELT Trademarks as is permitted in the ELT Handbook.

7.2.2. The Contractor may use its own trademark in association with ELT Products in addition to an ELT Trademark. Any trademark used in association with ELT Products and Services, other than an ELT Trademark, must be equal in size or smaller than the ELT Trademark identifying the Products and Services.

7.2.3. The Contractor will not modify any ELT Trademarks or any markings indicating the source, character or quality of the Products.

7.2.4. The Contractor will not use the ELT Trademarks or any portion of them as part of a business name, corporate name or domain name or to describe any products or services other than the ELT Products and Services.

8. PATENTS AND MANUFACTURING RIGHTS

ELT has applied for patent protection covering ELT Products and this Agreement will extend to any further patent applications or granted patents resulting therefrom.

ELT will make available reasonable training and support to the Contractor for marketing and selling the Products.

9. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF ELT

ELT represents and warrants that it has the right and authority to enter into this Agreement without breaching any other Agreement or obligation to a Third Party.

ELT may enforce its patent and other intellectual property rights in the Territory in a reasonable manner and consistently with its business practices.

ELT will provide the Contractor with notice of innovations or improvements that it makes to ELT Products upon ELT being satisfied that such innovations or improvements are suitable for the promotion, use, sale, or installation.

10. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS OF THE CONTRACTOR

10.1. The Contractor represents and warrants that it has the right and authority to enter into this Agreement without breaching any other Agreement or obligation to a Third Party.

10.2. The Contractor warrants that it will promote the Products and service the needs of the end users of the ELT EasyGreen® Products and Systems.

10.3. The Contractor will govern itself as per the current version of the ELT Handbook.

11. TERM AND TERMINATION

11.1. Term

Either party may terminate this agreement for any reason with 30 days written notice.

11.2 Termination

Either Party to this agreement may terminate this agreement upon delivery and receipt of written notification. This notice will negate this agreement after 30 days of notification. Both parties will be required to provide a list of awarded jobs wherein both parties will be expected to honor the terms of this agreement for an additional 90 days.

11.3 Obligations after Termination

Both parties agree that all warranties provided by them to one another and to the end user from the effective date to 90 days after termination will remain in effect past the termination date this of agreement as per the terms and minimum requirements of the warranties provided.

12. RELATIONSHIP BETWEEN THE PARTIES

This Agreement creates only a contractual relationship between the Parties, who enter into it as independent contractors. This Agreement does not create, and nothing in this Agreement will be construed to create any other type of relationship between the parties, including a principal-agent, master-servant, joint venture or partnership.

13. ASSIGNMENT

ELT may assign this Agreement, or its rights and obligations under this Agreement, to any Third Party. ELT will give notice to the Contractor of such assignment and subsequently, the Contractor will deal with such an assignee with respect to this Agreement, and in accordance with any directions set out in the notice.

The Contractor may not assign this agreement, or its rights and obligations under this Agreement, except with the express written consent of ELT, obtained in advance. ELT may withhold its consent for any reason.

14. LIABILITY, LIMITATION OF LIABILITY, INSURANCE AND COMPLIANCE WITH LAWS

14.1. Liability of Contractor and ELT

The Contractor will be solely responsible for any and all harm, damage or injury to the Contractor, the Contractor's Affiliates, employees, sub-contractors, associates, clients, Customers and any other person or entity resulting from use of Products.

The Contractor will indemnify, hold harmless and defend, at its own cost, ELT from any liability arising from such harm, damage or injury.

14.2. Limitation of Liability

ELT's entire liability under this Agreement is limited to the replacement of ELT Products proven not to be in compliance with the corresponding warranties set out herein.

14.3. Insurance

The Contractor will maintain sufficient insurance to cover the liabilities assigned to in compliance with any and all requirements the contractor may be subject to either regulatory or otherwise.

14.4. Compliance with Laws

The Contractor will be solely responsible for compliance with any laws or regulations in force in the Territory relating to its use of Products.

15. MISCELLANEOUS

15.1. In this Agreement, the singular includes the plural and the masculine includes the feminine and neutral and vice versa unless the context otherwise requires.

15.2. The bolded headings and subheadings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this Agreement.

15.3. Any notice relating to this Agreement will be in writing and may be sent by fax, e-mail, any traceable delivery service (such as a courier or registered mail) that provides proof of the date of delivery, or by a non-traceable delivery service (such as regular mail). A notice sent by fax or e-mail will be confirmed using a traceable or non-traceable delivery service. A notice sent by fax or e-mail will be considered delivered on the day it is sent. A notice sent using a traceable delivery service will be considered delivered on the day that it is received by the recipient. A notice sent using a non-traceable delivery service will be considered delivered on the day that it is received by the recipient.

15.4. Notices to ELT will be delivered using the following contact information, or as may be directed by ELT through written notice:

Fax: **416.479.0943**

E-mail: **greg@elteasygreen.com**
Mail: **245 King George Road, Suite 320**
Brantford Ontario Canada N3R 7N7

15.5. Notices to the Contractor will be delivered using the following contact information, or as may be directed by the Contractor through written notice:

Fax:
E-mail:
Mail:

15.6. If any provision or part of any provision in this Agreement is determined to be void for any reason, it will be severed without affecting the validity of the balance of the Agreement. The Parties will cooperate to amend the Agreement to restore the intentions of the Parties at the time the Agreement was executed.

15.7. This Agreement is the entire agreement between the Parties relating to its subject matter. There are no representations, warranties, conditions, terms, or collateral contracts affecting the subject matter of this Agreement except as set out in this Agreement. This Agreement may be modified only in writing signed by both Parties.

15.8. This Agreement inures to the benefits of and is binding on the Parties and their respective heirs, executors, administrators, personal representative, successors and permitted assigns.

15.9. This Agreement is governed by the laws in force in the Province of Ontario, Canada and the Parties hereby attorn to the jurisdiction of the courts located in the City of Toronto, Ontario for the purpose of adjudicating any claims relating to the Agreement.

Accepted and agreed upon the effective date set forth above by:

ELT Global.

Signature	Print Name
Title	Date Signed

AND

("the Contractor")

Signature

Print Name

Title

Date Signed