

ALFAKLEEN CHEMICAL LABS, INC.

DISTRIBUTOR AGREEMENT

APPOINTMENT

ALFAKLEEN CHEMICAL LABORATORIES, INC. 1364 Sweetbay Ln., San Luis Obispo, CA 93401 (hereinafter referred to as "ALFAKLEEN") is pleased to appoint: _____ as an AUTHORIZED DISTRIBUTOR, (hereinafter referred to as "DISTRIBUTOR" for products set forth in EXHIBIT "A").

DISTRIBUTOR AGREEMENT

Distributor Agreement, (hereinafter referred to as "AGREEMENT") made and entered into as of the undersigned date sets forth the terms and conditions upon which ALFAKLEEN and DISTRIBUTOR agree to become business partners and to ensure a complete understanding and cooperation between both parties.

PURPOSE

The purpose of this AGREEMENT is to develop and maintain a sound working relationship between both parties. Sales of ALFAKLEEN product shall be monitored in order to establish certain minimum requirements as set forth in Exhibit "A" within the territory described. Through the solicitation of orders, certain performance functions shall be required for the betterment of both parties.

DURATION AND TERMINATION

This AGREEMENT shall become effective as of the day and year indicated below and shall continue for a period of 1-Year, with automatic annual renewals. Contract can be terminated, if at any time, DISTRIBUTOR fails to purchase minimum quantities for a period of 6 consecutive months.

TERRITORY CUSTOMERS AND PRODUCTS

ALFAKLEEN authorizes DISTRIBUTOR to solicit orders for the products set forth in EXHIBIT "A". Attached hereto from the classes of customers and within the territory more particularly described in EXHIBIT "A".

O.E.M. / PRIVATE LABEL

It is understood that this AGREEMENT precludes ALFAKLEEN from making O.E.M. or Private-Label arrangements, which would be sold within the specified territory, except with the express consent of DISTRIBUTOR.

PRODUCT

ALFAKLEEN reserves the right to modify, alter, improve, change, or discontinue any and all products covered by this AGREEMENT. This AGREEMENT shall cover the sales of such products as they may become modified, altered, improved, or changed.

DISTRIBUTOR shall not have any right, power, or authority to accept any order which is intended to bind ALFAKLEEN, nor shall the DISTRIBUTOR empower itself as to pledge the credit of ALFAKLEEN.

ORDER DETAIL

All orders accepted by ALFAKLEEN shall be shipped and billed by ALFAKLEEN directly to the DISTRIBUTOR or DISTRIBUTOR's customer. All payments shall be made directly to ALFAKLEEN.

RESPONSIBILITIES OF DISTRIBUTOR

DISTRIBUTOR agrees to actively and diligently promote the sale of ALFAKLEEN products consistent with good business practices and to assist ALFAKLEEN with application, liaison and potential customers and render such assistance on proposals as ALFAKLEEN may require. DISTRIBUTOR agrees to cooperate with and assist ALFAKLEEN in the conduct of promotional and merchandising campaigns.

DISTRIBUTOR agrees to avoid any contracts, representations, negotiations or other business obligations or divided loyalty with respect to the obligations undertaken binding by this AGREEMENT in promoting the sale and use of products manufactured or offered for sale by ALFAKLEEN which the DISTRIBUTOR is authorized to solicit orders. DISTRIBUTOR agrees to notify ALFAKLEEN before entering into any new agreement to represent, or be in the employ of, or be the agent in any party, firm, or corporation, regarding products directly in competition with those set forth in EXHIBIT "A".

DISTRIBUTOR shall observe obligations imposed by the U.S. Espionage and other U.S. Government Security Law, or Industrial Security Regulations:

DISTRIBUTOR agrees to keep in the strictest confidence all information identified as proprietary or which, from the circumstances, in good faith and good conscience, ought to be treated as confidential, relating to the products, methods of manufacture, or trade secrets or secret process, price lists, customer lists, or other information of the business or affairs of ALFAKLEEN which the DISTRIBUTOR may acquire in connection with, or as a result of the performance of this AGREEMENT.

DISTRIBUTOR further agrees that without the prior written consent of ALFAKLEEN, DISTRIBUTOR shall neither use, nor publish, communicate, divulge, or disclose to unauthorized persons, any such information during the period of this AGREEMENT, or at any time subsequent thereto.

DISTRIBUTOR agrees that all consigned tooling, catalogs, price sheets, drawings, photographs, samples, literature, sales aids, and other data supplied by ALFAKLEEN are and shall remain the property of ALFAKLEEN. DISTRIBUTOR shall return all such materials to ALFAKLEEN, or to other such destination which is not more distant, or as ALFAKLEEN may designate in the event of termination of this AGREEMENT.

DISTRIBUTOR agrees not to use the name ALFAKLEEN or any division or subsidiary of ALFAKLEEN, or any abbreviation or its stationery, business cards, advertisements, telephone directory listings, or any other written material without the prior written approval of ALFAKLEEN. Under no circumstance is DISTRIBUTOR authorized to misuse, the word "agent" or "factory representative" or any other designation which might imply that ALFAKLEEN is responsible for the acts of the DISTRIBUTOR.

DISTRIBUTOR agrees to keep ALFAKLEEN fully advised of its accounts and prospective sales in the territory, by providing upon request; Quotations, recommendations or other such reports and information relating to this AGREEMENT which may be requested from time-to-time by ALFAKLEEN.

DISTRIBUTOR, other than a subsidiary or division of ALFAKLEEN, agrees that in all matters relating to this AGREEMENT it shall be acting as an independent contractor, that ALFAKLEEN has no responsibility or knowledge of any relations or business dealings of employees or agents of DISTRIBUTOR; DISTRIBUTOR hereby agrees to assume all liabilities and obligations imposed by any one or more of any Federal and State Laws with respect to employees of DISTRIBUTOR in the performance of this AGREEMENT.

DISTRIBUTOR also agrees to reimburse and indemnify ALFAKLEEN of all legal costs associated with employees of DISTRIBUTOR.

RESPONSIBILITIES OF ALFAKLEEN

From time-to-time, ALFAKLEEN agrees to furnish, without charge, available technical information at ALFAKLEEN'S option on the various product lines covered by this AGREEMENT including information with respect to specification changes and to provide such product samples as ALFAKLEEN deems necessary and appropriate.

ALFAKLEEN agrees to, but is not obligated, to furnish DISTRIBUTOR without charge, applicable copies of correspondence, sales documents, sales leads and other information pertaining to actual and prospective sales within the DISTRIBUTOR'S territory.

ALFAKLEEN agrees to supply without charge such information in advance of initial production or sales of such products; sales promotional material, literature brochures and printed catalogs in quantities deemed reasonable in relation to the activities of the DISTRIBUTOR in furthering the sales of ALFAKLEEN products. ALFAKLEEN shall assist DISTRIBUTOR to exhibit ALFAKLEEN products in DISTRIBUTOR'S territory to the extent considered desirable by and at the sole discretion of ALFAKLEEN.

ALFAKLEEN reserves the right to establish or to modify at any time prices, discounts, specifications, and general conditions of the sale of its products. To the best of its ability, ALFAKLEEN agrees to furnish DISTRIBUTOR with current pricing information 30 days in advance of any changes.

Future orders of DISTRIBUTOR'S territorial accounts after termination date shall be the sole possession of ALFAKLEEN, or until a newly AUTHORIZED DISTRIBUTOR for the territory is appointed.

ALFAKLEEN shall not be liable for delays in delivery due to causes beyond its reasonable control including, but not limited to, acts of GOD, acts or omissions of the buyer, acts or omissions of civil or military authority, Government-assigned priorities, fire, strikes, floods, epidemics, quarantine, riot, war, delays in transportation, unavailability of equipment, and inability to obtain necessary labor, materials, or manufacturing rates or facilities. In the event of any such delay, the previously agreed delivery schedule shall be extended for a period of that delay.

ASSIGNMENT

This AGREEMENT constitutes a personal contract which may not be transferred or re-assigned, either voluntarily or by operation of law, by DISTRIBUTOR without prior written consent of ALFAKLEEN.

WAIVER

The failure of ALFAKLEEN to enforce, at any time, any of the provisions of this AGREEMENT, shall in no way be construed as a waiver of such provisions or in any way affect the validity of this AGREEMENT.

MODIFICATIONS

This AGREEMENT contains all of the terms and conditions agreed upon by the parties, and no AGREEMENT or other understandings shall be binding unless made in writing as a modification or amendment to this contract and signed by the parties hereto. This AGREEMENT shall not be amended orally.

WARRANTIES

ALFAKLEEN hereby warrants that its products delivered are free from the rightful claim of third parties.

ALFAKLEEN shall indemnify DISTRIBUTOR in the event that DISTRIBUTOR is sued with respect to copyright infringement on products listed in EXHIBIT "A".

ALFAKLEEN warrants that its products will perform in accordance with the associated ALFAKLEEN Reference Manuals for a period of one (2) years (unless otherwise specified) following the date the products are received. In the event of physical defects in the product, ALFAKLEEN shall at its option refund or replace them.

Neither ALFAKLEEN nor any other entity makes, or is authorized, to make any express warranty which differs from or extends the express warranty prescribed herein. There are no warranties expressed which extend beyond the description contained in this agreement.

ALFAKLEEN EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY AS WELL AS ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, EXCEPT AS SET FORTH HEREIN.

THE PURCHASE AND ACCEPTANCE OF THESE PRODUCTS SHALL BE ON THE CONDITION THAT ALFAKLEEN SHALL NOT BE LIABLE FOR ANY INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED TO PURCHASERS OF ALFAKLEEN PRODUCTS AND NO OTHER REMEDY WHATSOEVER SHALL BE AVAILABLE IN THE EVENT OF A BREACH OF ANY WARRANTY PROVIDED HEREIN.

Should any part of this warranty, for any reason be declared or found to be invalid, such decision or finding shall not affect the validity of the remaining portions of the warranty.

ENTIRE CONTRACT

This AGREEMENT contains all of the terms and conditions agreed upon by the parties and constitutes the only AGREEMENT in force and effect between them. Any and all other previous agreements for solicitation of orders as entered into between the parties hereto are hereby canceled and terminated.

ENCLOSURES: EXHIBIT "A"

- PRODUCTS
- EXCLUSIONS
- CLASS OF CUSTOMER
- DISTRIBUTOR'S ASSIGNED TERRITORY

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

ALFAKLEEN

DISTRIBUTOR

John Calicchio _____ (BY) _____

President _____ (TITLE) _____

_____ (DATE) _____

EXHIBIT "A"

PRODUCTS:

All Products Manufactured by ALFAKLEEN.

EXCLUSIONS:

NONE

CLASS OF CUSTOMER:

All customers within DISTRIBUTORS assigned territory.

DISTRIBUTOR: _____

TERRITORY: _____

ALFAKLEEN shall not assign, solicit, contact, or sell to any customer in DISTRIBUTOR'S protected territory. Further, DISTRIBUTOR has the right to sell into neighboring countries until such a time that ALFAKLEEN either commits to DISTRIBUTOR exclusive rights, or ALFAKLEEN commits to another distributor that it deems more qualified.

COMMITMENT: _____