



Contract Number:

[Empty box for Contract Number]

### Letter Of Commitment

The undersigned, \_\_\_\_\_, a  
corporation of \_\_\_\_\_ (hereinafter "PURCHASER")  
with offices located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
hereby commits to purchase products and services from Uriel Corporation of Illinois with offices at Uriel Corporation, One Westbrook Corporate Center, Suite 300, Westchester IL 60154-5709 USA, [management@urielcorporation.com](mailto:management@urielcorporation.com), [sales@urielcorporation.com](mailto:sales@urielcorporation.com), [www.urielcorporation.com](http://www.urielcorporation.com), (708) 598-7314 (hereinafter "URIEL") as its provider for such products and services when such products and services shall be scheduled to be available in consideration of being able to receive URIEL's new product(s) and innovations, and services offered herein on the following terms:

1) Manufactured Goods: Relating to:

\_\_\_\_\_

2) And further described as:

[Large empty box for further description]



## Letter Of Commitment

2) (Continued)... And further described as:



### Letter Of Commitment

3) It is specifically agreed and understood that the products and services herein shall be purchased by the "PURCHASER" from URIEL or through URIEL REPRESENTATIVES through a firm commitment for the following minimum purchase quantities:

a) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

b) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

c) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

d) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

e) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

f) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

g) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

h) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

i) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

j) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)



### Letter Of Commitment

k) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

l) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

m) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

n) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

o) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

p) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

q) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

r) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

s) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

t) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)

u) \_\_\_\_\_ ( \_\_\_\_\_ ) pallet(s) quarterly for  
\_\_\_\_\_ (item); \_\_\_\_\_ (price)



### Letter Of Commitment

4) The parties hereto agree that a Reseller Agreement will be entered between URIEL and the PURCHASER to purchase the product units above for the manufactured goods above described from URIEL and or from Uriel Corporation Representatives granting PURCHASER rights to market and resell or distribute the products of URIEL subject to the terms, conditions, and provisions of a further written Reseller Agreement by virtue of this Letter of Commitment when products and services are made available by URIEL starting and beginning upon 15 days notice that such products and services are made available upon URIEL's written notice given to PURCHASER upon which payment will be required from PURCHASER for ongoing quarterly purchases each quarter paid to URIEL in advance of receipt of goods on a quarterly basis for a:

\_\_\_\_\_ (\_\_\_\_\_) year term paid 15 days in advance of each quarter's order.

5) It is understood and agreed that Purchaser's First Quarter begins in:

\_\_\_\_\_ (Month of 1st Quarter) and that subsequent quarters are comprised of the following months:

\_\_\_\_\_ (Month of 2<sup>nd</sup> Quarter),

\_\_\_\_\_ (Month of 3<sup>rd</sup> Quarter),

\_\_\_\_\_ (Month of 4<sup>th</sup> Quarter).

It is agreed and understood should URIEL terminate this agreement, all rights to Resell, Distribute, and or Market products by PURCHASER shall cease if URIEL terminates without PURCHASER receiving any Product(s) or shipment(s) related to this Agreement from URIEL and or from URIEL Representatives. Upon termination PURCHASER may only RESELL, DISTRIBUTE, MARKET and sell PRODUCTS that remain in PURCHASER'S inventory.

6) It is further agreed that when the further Reseller Agreement is entered into pertaining to the Product(s) and or services mentioned herein, the term for the Reseller Agreement will begin on the date when the product(s) and or services are first made available by URIEL to PURCHASER as will be notified by URIEL to PURCHASER upon first written notice and sent to PURCHASER via first class mail or by email after five (5) days of delivery to the PURCHASER.

7) At its option, URIEL may decide to withhold manufacturing and operations for the products of Article One (1) until a PART VENDOR, MANUFACTURING, DISTRIBUTOR, RESELLER, MARKETING, WAREHOUSING, SHIPPING, OR REPRESENTATIVE NETWORK is developed to a sufficient capacity URIEL deems necessary to address its targeted markets for the product(s) of this Agreement and or until its PART VENDOR, MANUFACTURING, DISTRIBUTOR, RESELLER, MARKETING, WAREHOUSING, SHIPPING, AND OR REPRESENTATIVE NETWORK is fully developed and put in place and or until URIEL is ready to address all issues and targeted markets for desired customer support and other operations. It is further agreed and understood that in addition to URIEL withholding manufacturing or operations for the products of Article One (1) that production demands may create long or indefinite



### Letter Of Commitment

delivery dates and that purchase orders may need to include an open delivery date for PURCHASER to receive product(s) when product(s) might be available.

8) It is further agreed and understood that PURCHASER will provide PURCHASE ORDERS generated by PURCHASER on PURCHASER'S LETTERHEAD and or through EDI transactions after EDI is set up between URIEL and PURCHASER, and that PURCHASE ORDERS will be attached and refer to this LETTER OF COMMITMENT to include the firm commitment of minimum orders stated in Article Three (3) of this AGREEMENT. PURCHASE ORDERS provided by PURCHASER TO URIEL for the PURCHASE of any and all PRODUCT(S), ACCESSORIES, and or PART(S) are hereby made part of this LETTER OF COMMITMENT AGREEMENT. PURCHASE ORDERS shall include a description of the PRODUCT(S), ACCESSORIES, and or PART(S) being ordered, the unit selling price, quantities, the total value of the purchase orders, the payment terms, the delivery date (or an open delivery date as described in Article Seven (7)), and the cancellation date.

9) It is further understood and agreed that any and all prices, warranties, and delivery dates in this LETTER OF COMMITMENT AGREEMENT and as such might include any and all PRODUCT(S), ACCESSORIES, and or PART(S) in any and all PURCHASE ORDER(s) are subject to change and availability.

IN WITNESS WHEREOF, each of the parties hereto have executed this Letter of Commitment Agreement as of the dates listed below:

Uriel Corporation

PURCHASER:

Domain: [www.urielcorporation.com](http://www.urielcorporation.com)

Domain:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Peter J. Panopoulos

Name:

Title: President, Chairman, C.E.O.

Title:

Date:

Date: