



STREET DATE AGREEMENT

Details and Acceptance

Agreement –number:	Effective Date:	Termination date:
Customer Name and address Primary contact name and title Tel () Fax () email and internet address		
Acceptance Signature Name (print) Title	The customer agrees to the terms and conditions of this Agreement <p style="text-align: right;">Date</p>	
Gem Name and Address Primary contact name and title Tel (01279) 822800 Fax () email and internet address	Gem Distribution Ltd, St George House, Parkway, Harlow Business Park, Harlow, Essex CM19 5QF	
Acceptance Signature Name (print) Title	Company agrees to the terms and conditions of this Agreement <p style="text-align: right;">Date</p>	

This Street Date Agreement (the “Street Date Agreement”) is made as of the Effective Date above and will continue in effect until termination.

Defined terms used herein bear the meaning ascribed to them in the Agreement unless otherwise stated below.

1 Purpose and Definitions

1.1 Purpose: The purpose of this Street Date Agreement is to specify the rules for the Street Date Program and your involvement and obligations under the Street Date Program. The Street Date Program is voluntary and is designed to permit you to pre-order and pre-stock new Products, prior to the public launch or release of such new Products. Unless you have signed this Street Date Agreement and agreed to be bound by its terms, you will not be eligible to receive Street Date Products prior to the Street Date.

1.2 “Street Date” means the date on which the “Street Date Products” will be made generally available for sale to the public. The Street Date will be given to you from your Account Manager or via www.gem.co.uk under “New Release Schedule”. We may at any time prior to the Street Date change the Street Date.

1.3 “Street Date Products” means the Products identified in the “New Release Schedule” as stated above.

1.4 “Proof” The only proof of breach upon a Street Date Agreement is a dated till receipt or invoice showing specific product.

1.5 “Retaliation” Retaliatory breach of Street Date is a breach in itself and forms no justification in any adjudication of breach.

1.6 “Imports” All Imports form part of Street Date Agreement.

2 Resale or Transfer of street date products

2.1 Sales out by Company Prior to Street Date. If before the **Street Date**, Company or Company Branch sells or otherwise distributes or makes available Street Date Products including in **retaliation**, then COMPANY or Company Branch shall be deemed non-compliant under the terms of this Agreement.

2.2 Stock Transfer. Company agrees not to transfer or sell, distribute or otherwise make available for sale stock in advance of the street date to branches, subsidiaries or other retailers who are in violation of this or other similar agreement, or where no Street Date agreement is in place.

3 Penalties for failure to comply with Street Date Requirements

3.1 Failure to comply with Street Date requirements. If you fail to comply with the terms of this Street Date Agreement or with the Street Date requirements issued by us from time to time, we may terminate this Street Date Agreement, and you will forfeit the opportunity to be involved in future Street Date Programs.

3.2 In the event COMPANY or Company Branch violates the Street Date for the products specified in this Agreement, the consequences are without prejudice to any other rights or remedies available to us as follows:

- COMPANY or Company Branch as appropriate will not receive shipment of the next appropriate product(s) to be released until the Street Date for that product and;
- For each subsequent breach of the street date agreement the delay period above will be increased by seven (7) days and;
- If the number of street date agreement breaches exceeds 3 then company or company branch as appropriate shall forfeit the right to participate in future Street Date Agreements.

3 Obligation to report

You agree to report to us any violations of the Street Date Program and Street Date Guidelines by any reseller or other third party to Gem. COMPANY agrees to provide **proof** of such violation for Street Date Products dated prior to the Street Date.

All signed copies of this Street Date Agreement shall be deemed originals.

Gem Distribution Ltd

COMPANY: _____

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____