

DISTRIBUTION AGREEMENT

Location: _____ Date: _____

Parties:

Supplier Name: _____

Supplier Address: _____

Supplier Contact: _____

Distributor Name:

Distributor Address: _____

Distributor Contact: _____

Recitals:

WHEREAS, Supplier manufactures and sells the Products as defined herein; and WHEREAS, Distributor desires to obtain the right to distribute the Products within the Territory, and Supplier desires to appoint Distributor as its non-exclusive/non-exclusive (delete as applicable) distributor on the terms and conditions set forth in this Agreement.

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: “Products” means the goods listed in Schedule A attached hereto; “Territory” means the geographic area described in Schedule B; “Term” means the duration of this Agreement as set forth in Clause 12.

2. Appointment

Supplier hereby appoints Distributor as its (exclusive/non-exclusive) distributor of the Products within the Territory, and Distributor accepts such appointment subject to the terms and conditions of this Agreement.

3. Distributor's Obligations

Distributor shall use best efforts to promote, market, and sell the Products within the Territory, maintaining sufficient inventory and providing prompt customer service and support. Distributor shall comply with all applicable laws and regulations in the Territory.

4. Supplier's Obligations

Supplier shall supply Products to Distributor on commercially reasonable terms and provide Distributor with reasonable marketing and technical support.

5. Orders and Delivery

Distributor shall submit purchase orders to Supplier specifying the quantities of Products required. Supplier shall use reasonable efforts to ship Products promptly but shall not be liable for delays caused by events beyond its reasonable control.

6. Prices and Payment

Prices for the Products shall be as set forth in Schedule C. Payment terms shall be net thirty (30) days from invoice date unless otherwise agreed in writing. Interest on overdue payments shall accrue at 2% per month or the maximum rate permitted by law.

7. Intellectual Property

Supplier grants Distributor a non-transferable license to use Supplier's trademarks and trade names solely in connection with the marketing and sale of the Products under this Agreement. Distributor shall not acquire any rights in such intellectual property.

8. Confidentiality

Each party shall keep confidential all proprietary information received from the other party in connection with this Agreement and shall not disclose such information to third parties without prior written consent except as required by law.

9. Compliance with Laws

Distributor shall comply with all applicable laws, regulations, and standards relating to the importation, marketing, distribution, and sale of the Products in the Territory.

10. Warranties and Liability

Supplier warrants that the Products shall conform to the specifications set forth in Schedule A and shall be free from defects in materials and workmanship. Except as expressly stated, Supplier disclaims all other warranties, whether express or implied. Neither party shall be liable for consequential or indirect damages.

11. Term and Termination

This Agreement shall commence on the Effective Date and continue for the Term unless terminated earlier in accordance with this Clause. Either party may terminate this Agreement for material breach if such breach is not remedied within thirty (30) days after written notice. Termination shall not affect accrued rights or obligations.

12. Effects of Termination

Upon termination, Distributor shall cease use of Supplier's trademarks, return confidential information, and pay all outstanding amounts. Termination shall not relieve Distributor from completing payment for Products delivered.

13. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, or governmental actions.

14. Notices

All notices under this Agreement shall be in writing and deemed given when delivered by hand, courier, certified mail, or email to the addresses set forth herein or as updated by written notice.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes arising out of or in connection with this Agreement.

16. Entire Agreement

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements and understandings.

17. Amendments

No amendment or variation of this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

18. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other, except that Supplier may assign to any affiliate or successor.

19. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

SUPPLIER'S SIGNATURE

DISTRIBUTOR'S SIGNATURE

Signature: _____

Signature: _____

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