Distribution Contract

This **Distribution Agreement** ("***Agreement***") is entered into as of _____ ("***Effective Date***") by and between the parties below:

Supplier

_____

_____ _____

_____ _____ _____ _____

_____ _____

Distributor

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Supplier and the Distributor may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, the Supplier manufactures, owns, licenses, or otherwise has the right to supply the products identified in this Agreement;

WHEREAS, the Distributor desires to market, promote, distribute, and sell such products within the agreed territory under the terms of this Agreement; and

WHEREAS, the Parties wish to establish their respective rights and obligations concerning the distribution of the products.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows:

1. Appointment

The Supplier appoints the Distributor as its distributor for the Products identified in this Agreement within the Territory, and the Distributor accepts such appointment, subject to the terms of this Agreement.

Unless expressly stated otherwise in this Agreement, the appointment is non-exclusive, and the Supplier retains the right to appoint additional distributors, sell directly to customers, or use other sales channels within or outside the Territory.

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2. Products

The Products covered by this Agreement are:

Product Description	Product Code	Notes

The Supplier may update, discontinue, replace, or introduce Products upon reasonable notice to the Distributor. Any new Products become subject to this Agreement only if accepted by both Parties.

3. Territory

The Distributor is authorized to distribute the Products within the following territory:

The Distributor shall not knowingly market or sell the Products outside the Territory without the Supplier's prior written consent.

4. Term

This Agreement begins on the Effective Date and continues until , unless terminated earlier in accordance with the Termination clause.

If the Parties continue performing under this Agreement after its expiration without executing a replacement agreement, this Agreement shall continue on a month-to-month basis unless either Party provides written notice of termination.

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5. Distributor Responsibilities

The Distributor shall:

- Promote and market the Products in a professional manner.
- Maintain sufficient personnel and resources to support sales and customer service.
- Comply with all applicable laws and regulations relating to the distribution and sale of the Products.
- Maintain accurate records relating to purchases and sales of the Products.
- Refrain from making unauthorized warranties or representations regarding the Products.
- Promptly notify the Supplier of customer complaints, product defects, or safety concerns.
- Use the Supplier's trademarks, trade names, and marketing materials only as authorized.

6. Supplier Responsibilities

The Supplier shall:

- Supply Products that conform to applicable specifications.
- Use commercially reasonable efforts to fulfill accepted purchase orders.
- Provide available product documentation, marketing materials, and technical information reasonably necessary for distribution.
- Inform the Distributor of material changes affecting the Products.
- Honor applicable product warranties provided by the Supplier.

7. Purchase Orders

The Distributor shall submit purchase orders specifying the requested Products, quantities, and delivery requirements.

No purchase order shall become binding until accepted by the Supplier.

The Supplier may reject purchase orders for legitimate business reasons, including product availability, credit concerns, legal restrictions, or discontinuation of Products.

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8. Pricing and Payment

The Supplier shall provide the Distributor with applicable pricing schedules.

Unless otherwise agreed in writing:

Item	Details
Currency	
Payment Due	
Payment Method	
Late Payment	

The Supplier may revise prices upon reasonable prior written notice. Revised pricing shall apply only to purchase orders accepted after the effective date of the price change.

The Distributor shall remain responsible for all applicable taxes, duties, customs charges, and governmental fees, excluding taxes imposed on the Supplier's income.

9. Delivery and Risk of Loss

Delivery shall occur in accordance with the shipping terms agreed by the Parties.

Risk of loss and title to the Products shall transfer at the point specified in the applicable purchase order or other written agreement between the Parties.

Delivery dates are estimates unless expressly agreed as binding.

10. Inspection and Acceptance

The Distributor shall inspect delivered Products within _____ after receipt.

The Distributor shall promptly notify the Supplier in writing of any shortages, damage, or nonconformity discovered during inspection.

Failure to provide timely notice shall constitute acceptance of the Products, except for defects that could not reasonably have been discovered during inspection.

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11. Marketing and Promotion

The Distributor shall conduct marketing activities consistent with the Supplier's brand standards.

The Distributor shall not alter trademarks, product packaging, or promotional materials without prior written approval.

The Supplier may provide marketing guidance and promotional resources but is not obligated to fund the Distributor's marketing activities unless otherwise agreed.

12. Intellectual Property

All trademarks, logos, copyrights, patents, trade names, product names, and other intellectual property relating to the Products remain the exclusive property of the Supplier or its licensors.

This Agreement grants the Distributor only a limited, non-transferable right to use the Supplier's intellectual property solely for marketing and selling the Products during the Term.

The Distributor shall not challenge or attempt to register any intellectual property owned by the Supplier.

13. Regulatory Compliance

Each Party shall comply with all applicable laws, regulations, licensing requirements, trade restrictions, and industry standards applicable to its activities under this Agreement.

The Distributor shall obtain and maintain any permits or registrations required for distributing the Products.

14. Warranties

The Supplier warrants that, at the time of delivery, the Products substantially conform to the specifications provided by the Supplier.

Except for any express warranties contained in this Agreement or accompanying product documentation, the Supplier provides no additional warranties regarding the Products.

The Distributor warrants that it will perform its obligations under this Agreement in a lawful and commercially reasonable manner.

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15. Limitation of Liability

Neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, except where such limitation is prohibited by applicable law or results from fraud, intentional misconduct, or a breach of confidentiality obligations.

The aggregate liability of either Party for claims arising under this Agreement shall not exceed the total amount paid or payable by the Distributor to the Supplier during the twelve months immediately preceding the event giving rise to the claim, except where a greater liability cannot legally be limited.

16. Confidentiality

Each Party shall protect confidential information received from the other Party using reasonable care and shall use such information only for purposes related to this Agreement.

Confidential information does not include information that:

- Is publicly available without breach of this Agreement;
- Was lawfully known before disclosure;
- Is lawfully received from another source without confidentiality obligations; or
- Is independently developed without reference to the disclosed information.

The confidentiality obligations survive termination of this Agreement for _____ years.

17. Records and Audit

The Distributor shall maintain complete and accurate records relating to purchases, sales, inventory, and payments associated with this Agreement for _____ years.

Upon reasonable advance notice, the Supplier may review such records solely to verify compliance with this Agreement.

18. Insurance

The Distributor shall maintain commercially reasonable insurance coverage appropriate for its distribution activities, including product liability coverage where appropriate, and shall provide evidence of coverage upon reasonable request.

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19. Force Majeure

Neither Party shall be liable for delays or failures to perform resulting from events beyond its reasonable control, including natural disasters, governmental actions, labor disputes, war, public emergencies, transportation disruptions, or failures of utilities or communications.

The affected Party shall promptly notify the other Party and use reasonable efforts to resume performance as soon as practicable.

20. Termination

Either Party may terminate this Agreement by providing _____ days' prior written notice to the other Party.

Either Party may terminate this Agreement immediately by written notice if the other Party:

- Materially breaches this Agreement and fails to cure the breach within _____ days after receiving written notice;
- Becomes insolvent, enters bankruptcy proceedings, or ceases substantial business operations; or
- Engages in unlawful conduct that materially affects this Agreement.

Upon termination:

- Outstanding payment obligations remain enforceable.
- Each Party shall promptly return or destroy the other Party's confidential information, unless retention is required by law.
- The Distributor shall immediately stop representing itself as an authorized distributor of the Supplier.
- Any rights intended to survive termination shall remain in effect.

21. Notices

Any notice required under this Agreement shall be in writing and delivered by personal delivery, recognized courier, certified mail, or electronic mail to the addresses designated by the Parties.

A notice becomes effective upon confirmed delivery or receipt.

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22. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, corporate reorganization, or sale of substantially all of its business assets, provided the successor agrees to assume this Agreement.

23. Relationship of the Parties

The Parties are independent contracting parties.

Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency, or fiduciary relationship between the Parties.

The Distributor has no authority to bind the Supplier except as expressly authorized in writing.

24. Amendment

Any amendment or modification of this Agreement must be made in writing and signed by authorized representatives of both Parties.

25. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior negotiations, discussions, representations, and agreements relating to the same subject matter.

26. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force to the extent permitted by applicable law.

27. Waiver

A failure or delay by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other rights under this Agreement.

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28. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to its conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation. If the dispute cannot be resolved through negotiation within a reasonable period, either Party may pursue any remedy available before a court of competent jurisdiction or another dispute resolution process agreed upon by the Parties.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

Supplier

Name _____

Date _____

Signature _____

Distributor

Name _____

Date _____

Signature _____

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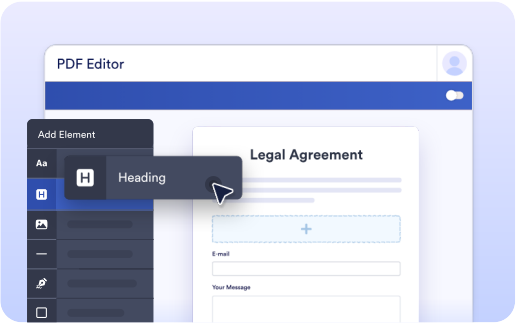
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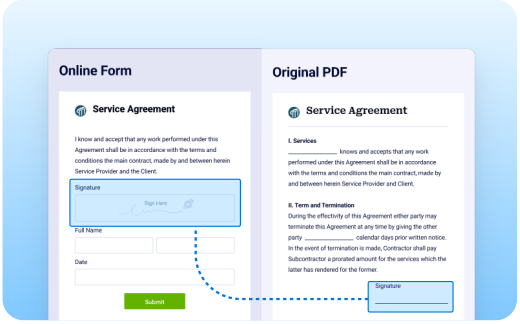
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