

DISTRIBUTION AGREEMENT

Location: _____ Effective Date: _____

Parties:

Distributor Name: _____

Distributor Address: _____

Supplier Name: _____

Supplier Address: _____

Recitals:

WHEREAS, Supplier manufactures and sells certain products; and WHEREAS, Distributor desires to obtain the right to distribute and sell such products in the defined territory, and Supplier desires to appoint Distributor under the terms and conditions set forth herein.

1. Appointment

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

2. Territory

The exclusive/non-exclusive right to sell and distribute the Products shall be limited to the geographical area described as follows: _____. Distributor shall not sell or distribute the Products outside the Territory without prior written consent of Supplier.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue for a period of ____ years, unless terminated earlier in accordance with this Agreement.

4. Products

The Products covered under this Agreement include those listed in Exhibit A attached hereto, which Supplier may update from time to time by written notice to Distributor.

5. Orders and Supply

Distributor shall submit purchase orders to Supplier specifying the types and quantities of Products desired. Supplier shall use commercially reasonable efforts to fulfill accepted orders promptly and in accordance with agreed terms.

6. Pricing and Payment

Prices for the Products shall be set forth in Exhibit B. Payment terms shall be net ____ days from the invoice date. Late payments shall bear interest at the rate of ____% per annum or the maximum rate permitted by law.

7. Marketing and Promotion

Distributor agrees to use best efforts to promote, market, and sell the Products within the Territory, adhering to Supplier's branding, marketing guidelines, and quality standards.

8. Intellectual Property

Supplier grants Distributor a limited 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 contest or dilute Supplier's intellectual property rights.

9. Confidentiality

Each party agrees to maintain the confidentiality of proprietary information received from the other party and not disclose such information to any third party without prior written consent, except as required by law.

10. Compliance with Laws

Distributor shall comply with all applicable federal, state, and local laws and regulations relating to the marketing, sale, and distribution of the Products.

11. Warranties and Disclaimer

Supplier warrants that the Products conform to applicable specifications. Except as expressly provided in this Agreement, Supplier disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

12. Limitation of Liability

In no event shall either party be liable for consequential, incidental, indirect, special, or punitive damages arising out of or related to this Agreement.

13. Indemnification

Each party shall indemnify and hold harmless the other party from and against any claims, damages, liabilities, and expenses arising from its breach of this Agreement or negligence.

14. Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within _____ days after written notice. Upon termination, Distributor shall cease all use of Supplier's intellectual property and return all confidential information.

15. Effect of Termination

Termination shall not relieve either party of obligations incurred prior to termination. Distributor shall complete all outstanding orders accepted by Supplier unless otherwise agreed.

16. Relationship of Parties

Distributor is an independent contractor and not an agent, partner, or employee of Supplier. Distributor has no authority to bind or obligate Supplier except as expressly provided herein.

17. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, or governmental actions.

18. Notices

All notices under this Agreement shall be in writing and sent by hand delivery, certified mail, overnight courier, or electronic means confirming receipt, to the addresses set forth above or as otherwise designated by written notice.

19. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of _____, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of state or federal courts located in _____ County, _____.

20. Entire Agreement

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, and negotiations.

21. Amendments

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

22. Severability

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

23. Waiver

Failure to enforce any provision shall not constitute a waiver of that or any other provision.

24. Assignment

Distributor may not assign or delegate its rights or obligations under this Agreement without prior written consent of Supplier.

25. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic means with the same effect as original signatures.

DISTRIBUTOR'S SIGNATURE

SUPPLIER'S SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://docs-business.com/distribution-agreement-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-business.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.