

DISTRIBUTION AGREEMENT

Location: _____ Effective Date: _____

Parties:

Supplier Name: _____

Supplier Address: _____

Distributor Name: _____

Distributor Address: _____

Recitals:

WHEREAS, Supplier is engaged in the business of manufacturing and selling certain products; and WHEREAS, Distributor desires to obtain the right to distribute and sell such products within the defined territory under the terms and conditions set forth herein.

1. Appointment and Acceptance

Supplier hereby appoints Distributor as its non-exclusive distributor for the products described in Exhibit A ("Products") in the defined territory, and Distributor accepts such appointment subject to the terms of this Agreement.

2. Territory

The territory covered by this Agreement shall be limited to the geographic area defined in Exhibit B attached hereto and incorporated by reference.

3. Term

The initial term of this Agreement shall be for one year commencing on the Effective Date, automatically renewing for successive one-year terms unless terminated as provided herein.

4. Distributor's Duties

Distributor agrees to use its best efforts to promote, market, and sell the Products throughout the territory, maintain adequate inventory, and comply with all applicable laws and regulations.

5. Prices and Payment

Prices for Products sold to Distributor shall be as set forth in Exhibit C. Payment terms shall be net thirty (30) days from the date of invoice unless otherwise agreed in writing.

6. Orders and Delivery

Distributor shall submit purchase orders to Supplier specifying the Products requested. Supplier shall use commercially reasonable efforts to deliver Products within agreed lead times. Risk of loss passes to Distributor upon delivery to carrier.

7. Intellectual Property

Supplier retains all rights, title, and interest in its trademarks, trade names, patents, copyrights, and other intellectual property. Distributor shall not use Supplier's intellectual property except as expressly authorized in writing.

8. Confidentiality

Each party agrees to keep confidential and not disclose to any third party any confidential information obtained from

the other party, except as required by law or with prior written consent.

9. Compliance with Laws

Distributor shall comply with all federal, state, and local laws, rules, and regulations applicable to its activities under this Agreement, including but not limited to export controls and anti-bribery laws.

10. Termination

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Additionally, either party may terminate immediately for cause if the other party breaches any material term and fails to cure within fifteen (15) days of written notice.

11. Effect of Termination

Upon termination or expiration of this Agreement, Distributor shall cease all use of Supplier's intellectual property, return all confidential information, and pay all outstanding invoices. Termination shall not relieve either party from obligations accrued prior to termination.

12. Warranty Disclaimer

Supplier makes no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, except as expressly set forth in writing.

13. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, consequential, or punitive damages arising from this Agreement, even if advised of the possibility of such damages.

14. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its affiliates from and against any claims, damages, liabilities, and expenses arising out of breach of this Agreement, negligence, or willful misconduct.

15. Independent Contractors

The parties are independent contractors and nothing herein shall be construed to create a partnership, joint venture, or agency relationship.

16. Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

17. Notices

All notices shall be in writing and deemed delivered when sent by certified mail, courier, or electronic mail to the addresses set forth herein or as updated by written notice.

18. Governing Law and Venue

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

19. Entire Agreement

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

20. Amendments

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

21. Severability

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

22. Waiver

Failure or delay by either party to enforce any right or provision shall not constitute a waiver of such right or provision.

23. Counterparts

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

24. Assignment

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

25. Relationship of Parties

Nothing in this Agreement shall be construed to create any employer-employee relationship, franchise, or agency other than as expressly provided.

26. Insurance

Distributor shall maintain at its own expense all necessary insurance coverage including liability, property damage, and workers' compensation as required by law and as reasonably requested by Supplier.

27. Compliance with Anti-Corruption Laws

Each party shall comply with all applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act.

28. Export Control

Distributor agrees to comply with all export control laws and regulations applicable to the Products and shall not export or re-export the Products in violation of any such laws.

29. Audit Rights

Supplier shall have the right to audit Distributor's records related to the distribution of Products upon reasonable notice during normal business hours.

30. Dispute Resolution

The parties shall first attempt in good faith to resolve any dispute arising under this Agreement through negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

SUPPLIER'S AUTHORIZED SIGNATURE

DISTRIBUTOR'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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