

DISTRIBUTOR CONTRACTUAL AGREEMENT

PARTIES

- This Distributor Agreement (hereinafter referred to as the “Agreement”) is entered into on _____ (the “Effective Date”), by and between _____, having an address of _____ (hereinafter referred to as the “Distributor”), and _____ with an address of _____ (hereinafter referred to as the “Supplier”) (collectively referred to as the “Parties”).

SCOPE

- The Supplier hereby appoints the Distributor as its exclusive/non-exclusive distributor for the distribution of the following products/services: [describe the specific products/services in detail]. The Distributor shall have the exclusive/non-exclusive right to distribute the specified products/services within the territory of [insert geographical limitations, if any]. The Parties agree that any modifications or expansions to the scope of distribution must be mutually agreed upon in writing.

EXCLUSIVITY

- The Parties agree that [Distributor's Name] shall have [exclusive/non-exclusive] rights to distribute the Supplier's products/services within the designated territory of [insert territory] for the duration of this Agreement. [Exclusive/Non-exclusive] rights mean that the Supplier shall not engage in the distribution of the specified products/services directly or through any other distributor within the designated territory. The Parties acknowledge that any breach of this exclusivity clause shall constitute a material breach of the Agreement, subject to termination as outlined in the termination clause.

TERM AND TERMINATION

- This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of [insert duration], unless terminated earlier as provided herein. Upon expiration of the initial term, this Agreement may be renewed for successive [insert duration] terms upon mutual written agreement of the Parties. Either Party may terminate this Agreement by providing [insert notice period] prior written notice to the other Party in the event of a material breach of any provision of this Agreement, subject to a cure period of [insert cure period]. Additionally, either Party may terminate this Agreement immediately in the event of insolvency, bankruptcy, or dissolution of the other Party. Upon termination of this Agreement, the Distributor shall cease all distribution activities and promptly return any remaining inventory to the Supplier. Any outstanding payments or obligations shall survive the termination of this Agreement.

PRICING AND PAYMENT

- Payment for the products/services shall be made by the Distributor to the Supplier within 30 days of the date of invoice, in the currency and via the method specified by the Supplier. The Supplier shall provide the Distributor with a price list for the products/services, subject to change with mutual agreement. Any discounts or commissions payable to the Distributor shall

be outlined separately. The Distributor is responsible for any applicable taxes, duties, or charges. The Supplier reserves the right to audit the Distributor's financial records to ensure compliance with payment terms.

INTELLECTUAL PROPERTY

- All intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and any other proprietary information related to the products/services, shall remain the exclusive property of the Supplier. The Distributor acknowledges that it has no rights or claims to the Supplier's intellectual property except as expressly granted in this Agreement. The Distributor agrees to use the Supplier's intellectual property solely for the purpose of promoting and distributing the products/services in accordance with this Agreement and shall not reproduce, modify, or distribute the Supplier's intellectual property without prior written consent. Any use of the Supplier's intellectual property must be in compliance with applicable laws and regulations. Upon termination of this Agreement, the Distributor shall cease all use of the Supplier's intellectual property and return any materials containing such intellectual property to the Supplier.

MARKETING AND PROMOTION

- The Distributor agrees to actively promote and market the Supplier's products/services within the designated territory, using reasonable efforts to maximize sales and brand awareness. The Distributor shall develop and implement marketing strategies, campaigns, and promotional activities in accordance with the Supplier's branding guidelines and standards. The Parties may collaborate on joint marketing initiatives and promotional events as mutually agreed upon. The Distributor shall bear the costs associated with its marketing and promotional activities unless otherwise agreed upon in writing by the Parties. Both Parties shall maintain open communication and provide mutual support to ensure the success of marketing and promotional efforts.

PRODUCT RETURNS AND WARRANTY CLAUSE:

- The Supplier agrees to accept returns of defective or non-conforming products in accordance with its standard return policy, which shall be provided to the Distributor upon request. The Distributor shall promptly notify the Supplier of any product defects or non-conformities and provide reasonable evidence to support the return request. Upon approval by the Supplier, the Distributor shall return the defective or non-conforming products to the Supplier at the Distributor's expense. The Supplier shall, at its discretion, either replace the defective products or issue a credit to the Distributor for the returned products. The Supplier warrants that all products provided to the Distributor shall conform to the specifications and quality standards agreed upon by the Parties. This warranty shall remain in effect for a period of [insert warranty period] from the date of delivery. The Distributor shall pass on the Supplier's warranty to its customers and shall not make any additional warranties or representations on behalf of the Supplier without prior written authorization.

CONFIDENTIALITY AND NON-DISCLOSURE

- During the term of this Agreement and thereafter, both Parties agree to maintain the confidentiality of all proprietary information disclosed by one Party to the other ("Confidential Information"). Confidential Information includes, but is not limited to, trade secrets, business plans, customer lists, financial information, pricing structures, and any other information marked as confidential or which should reasonably be understood to be confidential. Both Parties agree not to disclose, reproduce, or use Confidential Information for any purpose other than the performance of their obligations under this Agreement without the prior written consent of the disclosing Party. This obligation of confidentiality shall not apply to information that (a) is or becomes publicly available through no fault of the receiving Party, (b) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, or (c) is rightfully obtained by the receiving Party from a third party without breach of any confidentiality obligation. Upon termination of this Agreement, both Parties shall promptly return or destroy all Confidential Information received from the other Party, including any copies thereof, and provide written certification of such action upon request. This confidentiality obligation shall survive the termination of this Agreement.

FORCE MAJEURE

- Party shall be liable for any failure or delay in performing their obligations under this Agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, government actions, natural disasters, or epidemics. If a Force Majeure Event occurs, the affected Party shall promptly notify the other Party and make reasonable efforts to mitigate the impact. The affected Party's obligations shall be suspended during the Force Majeure Event, and the time for performance shall be extended accordingly. If the Force Majeure Event continues for [insert duration], either Party may terminate this Agreement upon written notice to the other Party.

RENEWAL OF AGREEMENT

- The Parties agree that this Agreement, prior to its termination, is subject to renewal provided that both parties submit a signed addendum agreeing to the renewal.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to [insert means] (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of [insert applicable law].

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of [insert applicable law].

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

DISTRIBUTOR

SUPPLIER

DATE

DATE