

## DISTRIBUTOR – SUPPLIER AGREEMENT

Memorandum of Agreement entered at **sdadasdsad** on **2022-05-12**

### **BETWEEN**

**Supplier Name**, office registered at **Supplier Registered at the Address**, herein referred to as Supplier, represented by **Sole Proprietor**, **Supplier Representative Name**

### **AND**

**Distributor Name**, office registered at , herein referred to as Distributor, represented by **Sole Proprietor**, **Distributor Representative Name**

Entering into an agreement for the supply of **Goods to be supplied** by the Supplier to the Distributor for the purpose of **Purpose**, for which the parties are witness to the terms and conditions given below:

### **TERMS AND CONDITIONS TO THE AGREEMENT**

1. That the relationship between the parties remain strictly as that of buyer and seller and NOT one of principle and agent. To this extent the Supplier may not be liable for any wrongful act or wrongful omission on part of the Distributor, nor shall the Distributor ever hold themselves as an agent of the Supplier, unless the same is agreed upon in a different agreement or letters or any correspondence between the parties.
2. That the agreement is effective from **2022-05-12** to **2022-05-12** for a total duration of , unless otherwise mutually terminated or extended, during which the Distributor is an official Distributor for the Supplier.
3. That the Supplier will provide the goods for sale to the Distributor at **Supplied at Cost per unit** exclusive of taxes.
4. That the Distributor must purchase at least **Minimum purchase quantity Units of Minimum purchase quantity** per individual transaction during the period of the agreement.
5. That Payment for the goods must be done after **Recieving of Goods** and must be by **Debit Card**
6. That the Supplier **reserves** the right to hire other distributors for the same purpose implying that the agreement **is** an exclusive distribution agreement.
7. That the **Supplier** must undertake the act of storing the goods in a warehouse in conditions that are appropriate for the storage of said goods, and in safe conditions to ensure that the goods are not stolen or tampered with, etc. and relevant expenses

regarding the storage may be undertaken by **Supplier** to **Percent of storage expenses undertaken.**

8. That **Supplier** must undertake the transportation costs of the goods to **Percent of transport cost undertaken.**
9. That both parties must **At the request of other party**, furnish information regarding their sales, market reports and so on, so as to assess the situation as well as possible to further promote the goods.
10. That the Supplier will not be responsible for any levy of trade tax beyond that amount of tax collected by the Distributor and that the onus is on the Distributor to charge appropriate trade tax.
11. That the Distributor reserves the right to make a claim against the quality of goods sent by the Supplier, within 7 days of their receiving of the goods, after which no claims will be entertained on the concerned batch of goods received.
12. That in any case where the goods sent by the Supplier were expired (or unreasonably near expiry), confiscated, or stolen in circumstances outside the control of the Distributor, the Distributor cannot reasonably be disallowed from making a claim against the goods sent.
13. That the Distributor undertakes reasonable precautions to protect confidential information regarding the agreement or any other information received regarding other commercial agreements, business practices, conduct, etc. of the supplier.
14. That in case of mutual termination of the agreement, all claims must be settled within **Claims must be settled within** days after termination.
15. That in any case of disputes arising between the parties, the same may be subject to **subject to which state/district jurisdiction** jurisdiction.

In witness wherein, the parties have duly executed this agreement on the signing of the same on the date **2022-05-12** in the presence of the following witnesses

**Supplier Name**

**Supplier Representative Name**

**Supplier Representative Position**

**Distributor Name**

**Distributor Representative Name**

**Distributor Representative Position**

First Witness Name

Second Witness Name