

DISTRIBUTION AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Supplier: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Distributor: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. APPOINTMENT

Products, territory and sales channels: [DETAILS]. Appointment is [EXCLUSIVE / NON-EXCLUSIVE] for [TERM]. Reserved accounts: [LIST OR NONE]. Distributor buys and resells on its own account and cannot bind the supplier.

2. ORDERS AND PAYMENT

Ordering, acceptance, lead times, prices, currency, taxes and credit terms: [DETAILS]. Title and risk transfer: [EVENTS]. Product changes and discontinuance notice: [PERIOD]. Any targets and consequences: [MEASURES / CURE PROCESS].

3. MARKETING AND CONDUCT

Approved brand use and quality requirements: [DETAILS]. Marketing costs and reporting: [TERMS]. Distributor sets resale prices independently where required; any recommendations are non-binding. Territorial and customer restrictions apply only to the extent permitted by competition rules.

4. PRODUCT SUPPORT

Warranty service, complaints, recalls, safety reporting and regulatory responsibilities: [ALLOCATION]. Insurance: [DETAILS]. Each party promptly shares material product-safety concerns. Customer data use and confidentiality: [TERMS].

5. EXIT

Renewal and ordinary termination notice: [TERMS]. Breach cure: [PERIOD]. On exit, settle accepted orders, stop unauthorized brand use and handle warranty commitments. Unsold stock buyback or sell-off rights, price and duration: [TERMS OR NONE]. Mandatory distributor rights remain applicable.

6. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

7. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

8. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Supplier: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Distributor: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]