DISTRIBUTOR AGREEMENT

This Distributor Agreement ("Agreement") is made and entered into on this \_\_ day of \_\_\_\_\_\_, 20, by and between:

[Company Name], a company incorporated under the laws of [State/Country], having its registered office at [Company Address], (hereinafter referred to as the "Supplier" or "Company", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns),

AND

[Distributor Name], having its office at [Distributor Address], (hereinafter referred to as the "Distributor", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

WHEREAS:

A. The Supplier is engaged in the business of manufacturing, marketing, and selling [Product/Service Description].

B. The Distributor desires to obtain the right to market, distribute, and sell the Supplier’s products in the territory defined below, and the Supplier is willing to appoint the Distributor for such purposes.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive/exclusive distributor for the sale and distribution of the Products in the territory of [Territory Description].

2. Products

The products covered under this Agreement are listed in Schedule A attached hereto and may be amended from time to time.

3. Territory

The Distributor shall have the right to market and distribute the Products within the territory defined as: [Define Territory].

4. Term and Termination

This Agreement shall be valid for a period of [Duration] commencing from the date of signing, unless terminated earlier as provided under this Agreement.

Either party may terminate this Agreement by giving [Number] days' prior written notice.

The Agreement may also be terminated by the Supplier in case of breach, insolvency, or legal incapacity of the Distributor.

5. Obligations of the Distributor

To use best efforts to promote and sell the Products.

To maintain adequate stocks of Products.

To provide regular sales and inventory reports to the Supplier.

To refrain from selling competing products without prior written consent.

6. Pricing and Payment Terms

Prices shall be as per the latest price list issued by the Supplier.

Payments shall be made within [Number] days from the date of invoice.

7. Delivery and Risk

The Supplier shall deliver the Products to the Distributor’s location or as mutually agreed. Risk in the Products shall pass upon delivery.

8. Marketing and Promotion

The Distributor shall undertake marketing and promotional activities at its own cost unless agreed otherwise.

9. Intellectual Property

The Distributor acknowledges that all trademarks, trade names, and logos relating to the Products remain the exclusive property of the Supplier.

10. Confidentiality

The Distributor agrees not to disclose any confidential information obtained during the course of this Agreement to any third party without prior written consent.

11. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of [State/Country], and any disputes shall be subject to the exclusive jurisdiction of the courts at [Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For Supplier:

Name:

Designation:

Signature:

Date:

For Distributor:

Name:

Designation:

Signature:

Date:

Schedule A – List of Products

Product Name Product Code Description Unit Price