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DISTRIBUTION AGREEMENT

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

[Insert name and address of the organisation appointing the distributor], ("the Principal")

AND

[Insert name and address of the organisation distributing the product], ("the Distributor")

WHEREBY IT IS AGREED as follows:

1. Definitions

1.1 "Products" shall mean those products listed in Schedule 1.

1.2 "Territory" shall mean those areas listed in Schedule 2.

1.3 "Trade Mark" shall mean those trade marks and trade names listed in Schedule 3.

2. Terms Of Distribution

2.1 The Principal hereby grants the Distributor *[Please select - exclusive / non-exclusive]*

licence to distribute and sell in the Territory the Products under the Principal's Trade Mark during the continuance of this Agreement.

2.2 The Distributor shall purchase all its requirements for the Products ready packaged from the Principal (or any other authorised distributor or retailer).

2.3 The price for the sale of the Products by the Distributor in the Territory shall be set by the Distributor who may revise such prices from time to time

2.4 Nothing in the Agreement shall create a partnership or joint venture between the parties.

2.5 This Agreement or any rights duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

3. Contract Period

This Agreement shall remain in force for the period of *[Specify period of agreement, e.g. 12 months]* from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than *[Specify period of notice prior to termination, e.g. 1-3 months]* prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

Sample document – the remaining are clause headings only
Full document contains all clauses

4. Responsibilities

5. Intellectual Property

6. Confidentiality

7. Anti-Bribery Compliance

8. Force Majeure

9. Termination

10. Notices

11. General

12. Jurisdiction

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

[Insert principal name]

[Insert name or person signing on principal's behalf]

[Insert their position]

Signature: _____

[Insert distributor name]

[Insert name or person signing on distributor's behalf]

[Insert their position]

Signature: _____

Schedule 1

Products

The Distributor will market, promote and canvass for sales for the following products:

[Provide a full list of products]

Schedule 2

Territory

The geographical area of the customer base of the Distributor will be:

[Insert territory, e.g. UK, Europe, US or Worldwide]

Schedule 3

Sales Targets

The Distributor will meet the following minimum sales targets for the territory, averaging sales of *[Insert either number of units or total value of sales during stated period]* per month.

Schedule 4

Trade Marks

Product trade marks licensed to the Distributor by the Principal:

[Provide a full list of trademarks]

Schedule 5

Buy-Back of Products on Termination

The Principal will buy-back the following product(s) from the Distributor on the termination of this agreement:

[Provide a full list of products that the principal will buy back from the distributor on termination of the agreement]

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