

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.

4. Responsibilities

4.1 The Distributor shall during the continuance of this Agreement diligently and faithfully serve the Principal as its Distributor in the Territory and use its best endeavours to improve the goodwill of the Principal in the Territory.

4.2 The Principal warrants that he has good title to the Products supplied to the Distributor and that where such Products supplied are defective the Principal will replace these at no cost to the Distributor.

4.3 The Principal reserves the right to improve or modify the Products without prior notice but shall notify the Distributor of any modifications which affect the form or function of the Products or any permissions consents or licences obtained by the Distributor. The Distributor shall in such circumstances have the right to vary or cancel any orders placed for the Products prior to the receipt of such notification. The Distributor must notify the Principal of such cancellation within *[Specify period of notice for cancellation, e.g. 30 days]*.

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5. Intellectual Property

6. Confidentiality

7. Force Majeure

8. Termination

9. Notices

10. General

11. Jurisdiction

Schedule 1 **Products**

Schedule 2 **Territory**

Schedule 3 **Trademarks**

Schedule 4 **Buy-Back of Products on Termination**

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