

DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between the following parties:

SUPPLIER:

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Represented by: _____, _____

DISTRIBUTOR:

Street Address: _____

Unit Number (if applicable): _____

City: _____

State: _____

Zip Code: _____

Represented by: _____, _____

Supplier and Distributor may collectively be referred to herein as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, Supplier is engaged in the manufacture, development, and sale of certain products, as more fully described in this Agreement; and

WHEREAS, Distributor has experience and expertise in the marketing, sale, and distribution of products within the designated territory; and

WHEREAS, Supplier desires to appoint Distributor, and Distributor desires to accept such appointment,

to market, sell, and distribute Supplier's products within the defined territory under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Products" means those items manufactured, supplied, or branded by Supplier and designated for distribution under this Agreement, as detailed in _____ attached hereto.

(b) "Territory" means the specific geographic area or market channel designated for distribution under this Agreement, as detailed in _____ attached hereto.

(c) "Trademarks" means all trade names, trademarks, service marks, logos, designs, and other brand identifiers owned or licensed by Supplier and used in connection with the Products.

2. APPOINTMENT AND TERRITORY

(a) **Appointment:** Supplier hereby appoints Distributor, and Distributor hereby accepts appointment, as an authorized distributor of the Products within the Territory during the Term of this Agreement.

(b) **Exclusivity:** The nature of the distribution rights granted to Distributor within the Territory shall be _____. Supplier reserves all rights not expressly granted to Distributor herein.

(c) **Restrictions on Sales Outside Territory:** Distributor shall not market, advertise, solicit sales, or establish any branch or distribution depot for the Products outside the designated Territory without the prior written consent of Supplier.

3. PRICING AND PAYMENT TERMS

(a) **Purchase Price:** The prices to be paid by Distributor to Supplier for the Products shall be set forth in _____. Supplier reserves the right to modify Product prices upon _____ days' prior written notice to Distributor.

(b) **Orders:** All orders placed by Distributor are subject to acceptance in writing by Supplier. Supplier shall use commercially reasonable efforts to fill accepted orders in a timely manner.

(c) **Payment Terms:** Distributor shall pay all invoices in U.S. Dollars within _____ days from the date of invoice. Late payments shall accrue interest at the rate of _____% per month or the maximum rate permitted by applicable law, whichever is less.

4. INTELLECTUAL PROPERTY

(a) **License Grant:** Supplier hereby grants to Distributor a non-exclusive, non-transferable, royalty-free license to use the Trademarks solely in connection with the marketing, advertising, and sale of the Products within the Territory during the Term.

(b) **Ownership:** Distributor acknowledges and agrees that Supplier is the sole owner of all right, title, and interest in and to the Trademarks, patents, copyrights, trade secrets, and other intellectual property rights associated with the Products. Distributor shall not register, or attempt to register, any trademark, domain name, or business name that is confusingly similar to Supplier's Trademarks.

5. REPRESENTATIONS AND WARRANTIES

(a) **Supplier Warranties:** Supplier represents and warrants that the Products delivered to Distributor shall conform to Supplier's standard written specifications and shall be free from material defects in materials and workmanship at the time of delivery.

(b) **Distributor Warranties:** Distributor represents and warrants that it shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of its obligations under this Agreement, including all marketing, sales, and consumer protection laws.

(c) **Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SUPPLIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, OR DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER'S TOTAL LIABILITY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY DISTRIBUTOR TO SUPPLIER FOR THE PRODUCTS GIVING RISE TO THE CLAIM DURING THE _____ MONTHS PRECEDING THE CLAIM.

7. TERM AND TERMINATION

(a) **Initial Term:** This Agreement shall commence on the Effective Date and shall continue in full force and effect for an initial term of _____ year(s) (the "Initial Term"), unless terminated earlier in accordance with this Section.

(b) **Renewal:** Upon expiration of the Initial Term, this Agreement shall [specify renewal terms, e.g., automatically renew for successive one-year terms / renew only upon mutual written agreement of the Parties].

(c) **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if:

(i) The other Party commits a material breach of this Agreement and fails to cure such breach within _____ days after receiving written notice thereof; or

(ii) The other Party becomes insolvent, files for bankruptcy, or has a receiver appointed over its assets.

(d) **Effect of Termination:** Upon termination or expiration of this Agreement, Distributor shall immediately cease all marketing, promotion, and sale of the Products, and shall immediately cease using Supplier's Trademarks. Distributor shall, at Supplier's option, either return or destroy all remaining promotional materials and inventory of the Products in its possession.

8. MISCELLANEOUS PROVISIONS

(a) **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of [State], without regard to its conflict of laws principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in [County, State].

(b) **Entire Agreement:** This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings, or negotiations.

(c) **Amendments:** No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless set forth in writing and signed by authorized representatives of both Parties.

(d) **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

(e) **No Waiver:** The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or future enforcement of that or any other provision.

(f) **Successors and Assigns:** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

(g) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Distribution Agreement as of the dates set forth below.

SUPPLIER

Signature: _____

Print Name: _____

Date: _____

Address: _____

DISTRIBUTOR

Signature: _____

Print Name: _____

Date: _____

Address: _____