



Distributor Agreement

This **Distributor Agreement** ("**Agreement**" hereinafter) has been signed by and between the following parties;

Supplier

Distributor

WHEREAS the Supplier appoints Distributor as its distributor for the sale and distribution of the products described below ("**Products**");

WHEREAS the Distributor agrees and undertakes such appointment and agrees to use its best efforts to promote, market, and sell the Products within _____ ("**Territory**"),

NOW, THEREFORE, the Parties agrees as follows;

1. Distribution Rights

The Supplier hereby grants the Distributor the non-exclusive right to distribute the products listed in this Agreement, in the abovementioned territory. The Distributor's rights under this Agreement are limited to the Territory specified herein. The Distributor shall not sell or distribute the Products outside of the Territory without the prior written consent of the Supplier.

The Distributor agrees not to engage in any activities that may harm the reputation or goodwill of the Products or the Supplier. The Distributor shall comply with all applicable laws and regulations governing the distribution of the Products in the Territory.

2. Order and Delivery

The Distributor collects orders from final sellers and submits orders for the Products to the Supplier in writing, specifying the quantity, description, and any other details. Notification of the orders to the Supplier does not constitute acceptance of the order. Acceptance of orders shall be at the sole discretion of the Supplier.

The Supplier shall use commercially reasonable efforts to deliver the Products to the Distributor at its storehouse. The Supplier shall notify the Distributor of any delays or changes to the delivery schedule promptly. Parties may agree another delivery location, if required. The Distributor shall be responsible for all shipping and handling costs associated with the delivery of the Products, if any. Risk of loss of the Products shall pass from the Supplier to the Distributor upon delivery of the Products to the agreed-upon location.

Upon delivery, the Distributor shall inspect the Products for any damage or defects. Any claims for damaged or defective Products must be reported to the Supplier within _____ of delivery. Failure to report such claims within the specified timeframe shall constitute acceptance of the Products. The Distributor may return Products to the Supplier for a refund or replacement only in accordance with the Supplier's return policy.

3. Non-Exclusivity

The Parties agree and acknowledge that this Agreement has been signed in a non-exclusive manner. The Supplier has right to sell the Products to customer or final sellers itself or appoint additional distributors. The Distributor may also engage in different business relationships and may be appointed as distributor by any other suppliers of different products.

4. Term and Termination

The term of this Agreement is _____, shall commence on _____ and expires automatically on _____. Parties may agree to extend the term of this Agreement with a written agreement.

Either party may terminate this agreement without cause upon _____ days written notice to the other party.

5. Pricing and Payment

The pricing for the Products shall be signed as an annex to this Agreement. The Supplier reserves the right to revise the price list from time to time upon _____ prior written notice to the Distributor.

The Distributor shall pay for all orders of the Products in accordance with the payment terms specified in the invoice issued by the Supplier. Payments shall be due _____ from the date of invoice. Interest at the rate of _____ per month shall be applied to all and any late payments, or the maximum rate permitted by law, whichever is lower, from the due date until paid in full.

The Distributor shall be responsible for any applicable taxes, duties or any other charges imposed by any governmental authority in connection with the purchase and sale of the Products, excluding taxes based on the Supplier's net income.

All payments shall be made by _____.

7. Limitation of Liability

The Distributor shall indemnify, defend, and hold harmless the Supplier from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Distributor's breach of this Agreement or the negligent or wrongful acts or omissions of the Distributor or its employees, agents, or subcontractors.

In no event shall either party be liable to the other party for any indirect, consequential, incidental, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of business, loss of goodwill, or loss of data, arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages.

To the extent permitted by applicable law, under no circumstances shall either party be liable for any indirect, consequential, or incidental damages arising out of or in connection with this Agreement.

8. Sub-Distributors

The Distributor may appoint sub-distributors to assist with the distribution of the Products within the Territory, subject to the prior written approval of the Supplier. The Distributor shall remain responsible for the acts and omissions of its sub-distributors.

9. Other Provisions

Amendments - Any amendments or modifications to this Agreement must be in writing and signed by both parties to be valid and applicable.

Notice - Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed properly given when delivered personally, sent by registered or certified mail, or sent by overnight courier service to the address of the respective party as set forth in the first page of this Agreement.

Entire Agreement - This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations, and understandings, whether oral or written.

Waiver - The failure of either party to enforce any provision of this agreement shall not be deemed a waiver of such provision or any other provision thereof, nor shall any waiver be deemed a continuing waiver unless expressly provided in writing.

Severability - If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Governing Law - This agreement shall be governed by and construed in accordance with the laws of _____.

Supplier

Name

Date

Signature

Distributor

Name

Date

Signature

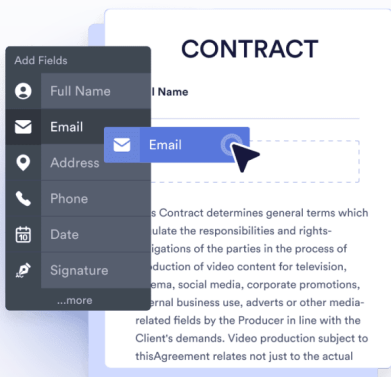


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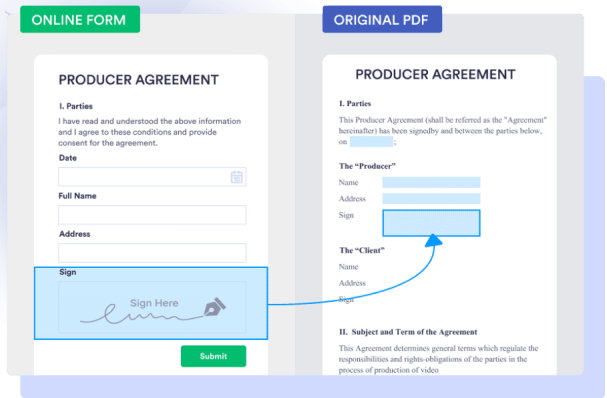
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