

Product Distribution Supplier Agreement

This Product Distribution Supplier Agreement ("Agreement") is entered into as of _____ [Date], by and between:

Supplier: _____

Address: _____

and

Distributor: _____

Address: _____

1. Appointment

The Supplier hereby appoints the Distributor as a non-exclusive/exclusive distributor of the products listed in **Exhibit A** (the "Products"), and the Distributor accepts such appointment, subject to the terms and conditions of this Agreement.

2. Term

This Agreement shall commence on the Effective Date and shall continue for a period of _____ [term] unless earlier terminated in accordance with this Agreement.

3. Orders and Delivery

1. All Distributor orders shall be subject to acceptance by the Supplier.
2. Products shall be delivered according to mutually agreed terms in **Exhibit B**.

4. Pricing and Payment

1. Prices for the Products shall be as set forth in **Exhibit A**.
2. Payment terms shall be net ____ days from the date of invoice.

5. Obligations of Distributor

- Promote and sell the Products within the defined Territory.
- Maintain adequate inventory (if applicable).
- Comply with all applicable laws and regulations.

6. Intellectual Property

All intellectual property rights in and to the Products remain with the Supplier. The Distributor's use is subject to Supplier's written consent.

7. Confidentiality

Both parties agree to keep confidential all non-public information related to this Agreement and the Products.

8. Termination

Either party may terminate this Agreement with ____ days' written notice, or immediately for cause.

9. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- Any amendment must be in writing and signed by both parties.

- This Agreement shall be governed by the laws of _____ [Jurisdiction].

Exhibit A – Products & Pricing

[List of Products & Pricing]

Exhibit B – Delivery Terms

[Delivery terms and conditions]

Supplier:

Date: _____

Distributor:

Date: _____