

# International Product Distributor Agreement

This International Product Distributor Agreement ("Agreement") is made and entered into as of [Date], by and between:

- **[Supplier Name]**, a company incorporated and existing under the laws of [Country], with its principal place of business at [Supplier Address] ("Supplier")
- **[Distributor Name]**, a company incorporated and existing under the laws of [Country], with its principal place of business at [Distributor Address] ("Distributor")

## 1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive distributor of the products listed in **Appendix A** ("Products") in the territory defined in **Appendix B** ("Territory").

## 2. Term

This Agreement shall commence on the Effective Date and shall continue for a period of [number] years, unless terminated earlier pursuant to Section 9.

## 3. Obligations of Distributor

1. To promote, market, and sell the Products in the Territory.
2. To maintain an adequate inventory of Products.
3. To provide after-sales support for customers.

## 4. Obligations of Supplier

1. To supply the Products as ordered by Distributor.
2. To provide marketing materials and technical support.
3. To warrant that the Products conform to applicable standards.

## 5. Prices and Terms of Payment

The Products will be sold to the Distributor at the prices set forth in **Appendix C**. Payment terms shall be net [number] days from the date of invoice.

## 6. Intellectual Property

All intellectual property rights in the Products shall remain with the Supplier. Distributor shall not alter or remove any trademarks or labels without Supplier's prior written consent.

## 7. Confidentiality

Both parties agree to keep confidential any information disclosed during the course of this Agreement, except as required by law.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Governing Law Country].

## **9. Termination**

Either party may terminate this Agreement with [number] daysâ€™ written notice in the event of a material breach by the other party.

## **10. Miscellaneous**

1. This Agreement constitutes the entire understanding between the parties.
2. Any amendments must be in writing and signed by both parties.

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Supplier: [Supplier Name]

Date: \_\_\_\_\_

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Distributor: [Distributor Name]

Date: \_\_\_\_\_