

# Standard Distribution Contract for Goods Sales

## 1. Parties

This Distribution Contract ("Agreement") is entered into by and between:

**Supplier:** [Supplier Name], with a registered address at [Supplier Address],  
and

**Distributor:** [Distributor Name], with a registered address at [Distributor Address].

## 2. Purpose

The Supplier agrees to sell, and the Distributor agrees to distribute the Supplier's products ("Goods") under the terms set forth in this Agreement.

## 3. Term

This Agreement shall commence on [Start Date] and will continue until [End Date] unless terminated earlier as provided herein.

## 4. Products

The Goods covered by this Agreement are described in **Annex A** (Product List). The Supplier may update the product list with prior written notice to the Distributor.

## 5. Orders & Delivery

- The Distributor shall submit purchase orders specifying quantities, delivery dates, and shipping instructions.
- The Supplier shall use reasonable efforts to fulfill the Distributor's orders promptly.
- Risk of loss passes to the Distributor upon delivery of the Goods to the agreed destination.

## 6. Price & Payment

- Prices for the Goods are set out in **Annex B** (Price List). Prices may be amended by the Supplier upon [number] days' written notice.
- Payment terms: [e.g., Net 30 days from invoice date].
- Late payments are subject to interest at [rate]% per annum.

## 7. Distributor Obligations

- Use best efforts to promote and sell the Goods within the designated territory.
- Maintain adequate facilities and personnel for the distribution of Goods.
- Provide regular sales reports as required by the Supplier.

## 8. Warranties & Returns

The Supplier warrants that the Goods will conform to specifications. The Distributor may return defective Goods within [number] days of delivery per the return policy in **Annex C**.

## **9. Termination**

- Either party may terminate this Agreement with [number] days' written notice.
- Either party may terminate for cause upon breach of material terms if not cured within [number] days of notice.

## **10. Confidentiality**

Both parties shall keep confidential all proprietary information exchanged under this Agreement.

## **11. Governing Law**

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of [Date].

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Supplier:

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Name:

Title:

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Distributor:

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Name:

Title: