

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

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

6. Price & Payment

1. Prices for the Goods are set out in **Annex B** (Price List). Prices may be amended by the Supplier upon [number] days' written notice.
2. Payment terms: [e.g., Net 30 days from invoice date].
3. 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].

Supplier:

Name:

Title:

Distributor:

Name:

Title: