

# Wholesale Product Distribution Agreement

This Wholesale Product Distribution Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between:

**Supplier:** \_\_\_\_\_  
Address: \_\_\_\_\_

**Distributor:** \_\_\_\_\_  
Address: \_\_\_\_\_

## 1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive distributor for the purchase and resale of the products specified in Appendix A ("Products") within the territory described in Appendix B ("Territory").

## 2. Term

This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ years unless terminated earlier in accordance with the provisions herein.

## 3. Orders and Delivery

Distributor shall submit purchase orders to Supplier as required. Supplier shall use commercially reasonable efforts to fulfill such orders promptly and deliver Products to Distributor according to the agreed terms.

## 4. Pricing and Payment

The price for Products sold under this Agreement shall be as set forth in Appendix C. Payment terms shall be \_\_\_\_\_ days net from the invoice date.

## 5. Obligations of Distributor

Distributor agrees to use best efforts to promote, market, and sell the Products in the Territory, and to comply with all applicable laws and regulations.

## 6. Intellectual Property

All intellectual property rights in and to the Products remain with the Supplier. Distributor is granted a limited, non-transferable license to use Supplier's trademarks and trade names solely for the purpose of marketing and selling the Products.

## 7. Termination

Either party may terminate this Agreement with \_\_\_\_\_ days written notice to the other party. Termination shall not relieve either party of obligations incurred prior to termination.

## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings.

Supplier:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Distributor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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