

# General Distribution Contract for Product Supply

This General Distribution Contract ("Contract") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

Address: \_\_\_\_\_

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

Address: \_\_\_\_\_

## 1. Purpose

The Supplier appoints the Distributor as a non-exclusive distributor for the sale of [Product Name(s)] in the territory of [Territory] under the terms of this Contract.

## 2. Term

This Contract shall commence on the Effective Date and remain in effect for a period of [Term, e.g., one (1) year], unless terminated earlier in accordance with Section 8.

## 3. Orders and Supply

- The Distributor shall submit purchase orders to the Supplier as required.
- The Supplier will use commercially reasonable efforts to fulfill all orders subject to availability.
- Title and risk of loss shall pass to the Distributor upon delivery of products to the Distributor.

## 4. Price and Payment

- Prices for the products are set forth in **Schedule A** (attached).
- Payment terms shall be [Payment Terms, e.g., net thirty (30) days from invoice date].
- Late payments may incur interest as detailed in **Schedule B**.

## 5. Duties and Responsibilities

- The Distributor agrees to use its best efforts to promote and sell the products.
- The Supplier will provide the necessary product information and marketing materials.

## 6. Warranties and Liability

- The Supplier warrants that products supplied will conform to their specifications.
- Except as expressly stated, no other warranties are given.

## 7. Confidentiality

Both parties agree to keep confidential any proprietary information received during the term of this Contract.

## **8. Termination**

This Contract may be terminated by either party upon thirty (30) days written notice, or immediately in case of a material breach.

## **9. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of [Jurisdiction].

## **10. Miscellaneous**

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

Supplier:

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

Distributor:

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