

# Product Supply Non-Exclusive Distribution Agreement

This Product Supply Non-Exclusive Distribution Agreement ("Agreement") is made and entered into as of [Date], by and between:

**[Supplier Name]**, a company organized and existing under the laws of [Jurisdiction], with its principal office located at [Address] ("Supplier"),

and

**[Distributor Name]**, a company organized and existing under the laws of [Jurisdiction], with its principal office located at [Address] ("Distributor").

## 1. Definitions

**Products:** The goods described in *Exhibit A* attached hereto and made a part hereof.

**Territory:** [Define the territory in which the Distributor is authorized to resell the Products.]

## 2. Appointment

Supplier hereby appoints Distributor as a non-exclusive distributor of the Products within the Territory, and Distributor hereby accepts such appointment, subject to the terms and conditions of this Agreement.

## 3. Orders and Supply

- Distributor shall place purchase orders specifying types, quantities, and requested delivery dates.
- Supplier shall use commercially reasonable efforts to fulfill Distributor's orders, subject to availability.

## 4. Pricing and Payment

- Prices for Products shall be as agreed upon and set forth in *Exhibit B*.
- Payment terms are net [number] days from date of invoice, unless otherwise agreed in writing.

## 5. Term and Termination

- This Agreement shall commence on the date first written above and continue for a period of [initial term], unless terminated earlier.
- Either party may terminate this Agreement upon [number] days' written notice to the other party.

## 6. Intellectual Property

Distributor acknowledges that all intellectual property rights in and to the Products are owned by Supplier, and nothing in this Agreement shall transfer or assign such rights.

## 7. Miscellaneous

- This Agreement constitutes the entire agreement and supersedes all prior agreements.
- Any amendments must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of [Jurisdiction].

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[Supplier Name]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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[Distributor Name]  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit A: Products**

[List or describe Products]

## **Exhibit B: Pricing**

[Details of pricing]