

Basic Reseller Distribution Agreement

This Basic Reseller Distribution Agreement ("Agreement") is made effective as of [Date], by and between [Supplier Name], with a business address at [Supplier Address] ("Supplier"), and [Reseller Name], with a business address at [Reseller Address] ("Reseller").

1. Appointment

Supplier hereby appoints Reseller as a non-exclusive reseller of Supplier's products (the "Products") for the term of this Agreement, and Reseller hereby accepts such appointment.

2. Term

This Agreement shall commence on the effective date and shall continue for a period of one (1) year, unless earlier terminated in accordance with Section 7.

3. Orders and Delivery

All orders for Products shall be made by Reseller in writing. Supplier shall use commercially reasonable efforts to fulfill Reseller's orders in a timely manner.

4. Pricing and Payment

Products shall be sold to Reseller at the prices set forth in the current price list provided by Supplier. Payment terms shall be net thirty (30) days from the date of invoice, unless otherwise agreed in writing.

5. Duties of Reseller

1. Reseller will use reasonable efforts to market, promote, and sell the Products.
2. Reseller will not make any representations or warranties concerning the Products except as expressly authorized by Supplier in writing.
3. Reseller shall comply with all applicable laws and regulations in connection with its activities hereunder.

6. Intellectual Property

Reseller acknowledges that all intellectual property rights in the Products remain with Supplier. Reseller receives no rights or licenses to use Supplier's trademarks or other intellectual property except as necessary for marketing and resale of the Products.

7. Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. Upon termination, Reseller shall cease all marketing and sales of the Products.

8. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement.

9. General Provisions

- This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.
- This Agreement may only be modified in writing signed by both parties.
- This Agreement shall be governed by the laws of [Jurisdiction].

Supplier:

Name: _____

Title: _____

Date: _____

Reseller:

Name: _____

Title: _____

Date: _____
