

Product Distribution Agreement

This Product Distribution Agreement ("Agreement") is entered into as of [Date] by and between:

- **Supplier:** [Supplier Company Name], with offices at [Supplier Address]
- **Distributor:** [Distributor Company Name], with offices at [Distributor Address]

1. Appointment

Supplier appoints Distributor as an authorized distributor of the products listed in **Exhibit A** ("Products") within the territory specified in **Exhibit B** ("Territory").

2. Term

The term of this Agreement shall commence on [Start Date] and continue until [End Date] unless terminated earlier in accordance with Section 7.

3. Duties of Distributor

- Promote and sell the Products in the Territory.
- Maintain appropriate inventory levels.
- Provide customer support for the Products.

4. Duties of Supplier

- Supply Products to Distributor per agreed-upon terms.
- Provide marketing materials and product training as needed.
- Support Distributor in after-sales matters.

5. Pricing and Payment

Prices and payment terms for the Products shall be as set forth in **Exhibit C**.

6. Intellectual Property

Distributor may use Supplier's trademarks and related intellectual property solely for promoting and selling the Products in the Territory during the term of this Agreement.

7. Termination

This Agreement may be terminated by either party with [number] days' prior written notice, or immediately for cause as defined herein.

8. Miscellaneous

- This Agreement constitutes the entire agreement between the parties.
- Amendments must be in writing and signed by both parties.
- This Agreement is governed by the laws of [Jurisdiction].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Supplier:

Name: _____

Title: _____

Date: _____

Distributor:

Name: _____

Title: _____

Date: _____