

General Product Distribution Contract

This **General Product Distribution Contract** ("Contract") is made on this ____ day of _____, 20____, by and between:

Supplier: _____

Address: _____

Distributor: _____

Address: _____

1. Definitions

For the purposes of this Contract, the following terms shall have the meanings set forth below:

- **Products:** The goods supplied by the Supplier as listed in Appendix A.
- **Territory:** The geographic region described in Appendix B.
- **Parties:** Supplier and Distributor collectively.

2. Appointment

The Supplier hereby appoints the Distributor as its exclusive / non-exclusive distributor of the Products in the Territory during the Term of this Contract.

3. Term

This Contract shall commence on _____ and will continue in effect for ____ years, unless terminated earlier in accordance with Section 11.

4. Orders and Supply

1. The Distributor shall place purchase orders for Products in accordance with Supplier's procedures.
2. The Supplier shall use reasonable efforts to fill all purchase orders promptly.

5. Price and Payment

1. Product prices are set forth in Appendix C.
2. Payments shall be made by the Distributor within ____ days of invoice date.

6. Distributor Obligations

- Market, promote and sell Products in the Territory.
- Maintain adequate inventory levels.
- Provide after-sales support as needed.

7. Supplier Obligations

- Supply Products as per orders and maintain quality standards.
- Provide marketing and technical support as agreed.

8. Intellectual Property

The Distributor shall not use any trademarks, trade names, or intellectual property of the Supplier except as authorized in writing.

9. Confidentiality

Both Parties agree to maintain the confidentiality of all proprietary and confidential information exchanged under this Contract.

10. Warranties and Liabilities

The Supplier warrants that the Products shall conform to the specifications. Except as provided herein, no other warranties are expressed or implied.

11. Termination

1. Either Party may terminate this Contract by giving ____ days written notice.
2. This Contract may be terminated for material breach upon written notice if breach is not cured within ____ days.

12. Governing Law

This Contract shall be governed by and construed in accordance with the laws of _____.

13. Miscellaneous

- This Contract constitutes the entire agreement between the Parties.
- No amendment shall be valid unless in writing signed by both Parties.
- If any clause is found invalid, the remaining provisions shall continue in effect.

14. Appendices

- Appendix A: List of Products
- Appendix B: Territory
- Appendix C: Price List

For the Supplier:

Signature: _____

Name: _____

Title: _____

For the Distributor:

Signature: _____

Name: _____

Title: _____