

# 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

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For the Supplier:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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For the Distributor:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_