

# Standard Product Supplier Distribution Agreement

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

- **Supplier:** [Supplier Name], with a principal place of business at [Supplier Address]
- **Distributor:** [Distributor Name], with a principal place of business at [Distributor Address]

## 1. Appointment

The Supplier hereby appoints the Distributor as its authorized distributor to market, sell, and distribute the Supplier's products ("Products") in the following territory: [Define Territory].

## 2. Term

This Agreement shall commence on the Effective Date and continue for a period of [Term, e.g., one (1) year], unless terminated earlier in accordance with this Agreement.

## 3. Orders & Delivery

1. The Distributor shall submit purchase orders specifying the quantities of Products required.
2. Supplier shall use commercially reasonable efforts to fulfill Distributor's orders promptly.
3. Delivery shall be [delivery terms, e.g., FOB Supplier's facility].

## 4. Pricing & Payment

1. Prices for the Products shall be as set forth in the attached price list (Exhibit A).
2. Payment terms shall be [e.g., net thirty (30) days from the date of invoice].

## 5. Duties of Distributor

1. Promote and sell the Products diligently.
2. Maintain proper records of sales and inventory.
3. Comply with all applicable laws and regulations.

## 6. Duties of Supplier

1. Provide marketing materials and support.
2. Honor warranties for the Products.
3. Ensure availability of Products for purchase.

## 7. Intellectual Property

All intellectual property rights in and to the Products shall remain with Supplier. Distributor is granted a non-exclusive, limited right to use trademarks and marketing materials solely for the promotion of Products under this Agreement.

## 8. Confidentiality

Each party agrees to keep confidential all non-public business, technical, and financial information of the other, and

not to disclose such information except as necessary to perform its obligations under this Agreement.

## **9. Termination**

This Agreement may be terminated by either party upon [number, e.g., thirty (30)] days' written notice to the other party, or immediately for material breach.

## **10. Miscellaneous**

1. This Agreement constitutes the entire agreement between the parties.
2. Any amendments must be in writing and signed by both parties.
3. This Agreement shall be governed by the laws of [Jurisdiction].

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Supplier: [Supplier Name]

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Distributor: [Distributor Name]

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_