

# 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].

\_\_\_\_\_  
Supplier: [Supplier Name]  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Distributor: [Distributor Name]  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_