

Supplier–Distributor Relationship Contract

This **Supplier–Distributor Relationship Contract** ("Agreement") is made and entered into as of [Date] by and between:

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

Collectively referred to as the "Parties."

1. Purpose

Supplier agrees to sell, and Distributor agrees to purchase and distribute, the products specified in **Exhibit A** attached hereto (the "Products") under the terms and conditions of this Agreement.

2. Appointment

Supplier hereby appoints Distributor as its [exclusive/non-exclusive] distributor for the Products within the territory described in **Exhibit B**.

3. Term

This Agreement commences on the Effective Date and continues in effect for [term, e.g., "one (1) year"], unless terminated earlier in accordance with Section 9.

4. Orders and Delivery

- Distributor shall submit purchase orders in writing.
- Supplier will use reasonable efforts to fulfill all orders promptly, subject to availability.
- Delivery terms shall be [specify INCOTERMS, e.g., "FOB Supplier's warehouse"].

5. Pricing and Payment

- Product prices are set forth in **Exhibit C**.
- Payment terms are [e.g., "net 30 days from invoice date"].

6. Obligations of Distributor

- Promote and sell the Products diligently in the specified territory.
- Maintain qualified personnel for sales and customer support.
- Comply with all applicable laws and regulations.

7. Obligations of Supplier

- Provide Distributor with updated product information and marketing materials as needed.
- Ensure the Products conform to the agreed quality standards.

8. Confidentiality

Both parties agree to maintain the confidentiality of all non-public information exchanged in connection with this Agreement.

9. Termination

- Either party may terminate this Agreement with [30/60] days' prior written notice.
- Immediate termination may occur for cause, including material breach or insolvency.

10. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties.
- No amendment will be effective unless in writing and signed by both Parties.
- This Agreement is governed by the laws of [Governing Jurisdiction].

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

Supplier:

Name:

Title:

Distributor:

Name:

Title: