

# Exclusive Distribution Contract

This Exclusive Distribution Contract (   Agreement   ) is entered into as of \_\_\_\_\_ [Date], by and between:

**Supplier:** \_\_\_\_\_, a company organized under the laws of \_\_\_\_\_  
[Jurisdiction], with its principal place of business at \_\_\_\_\_ [Address].

**Distributor:** \_\_\_\_\_, a company organized under the laws of \_\_\_\_\_  
[Jurisdiction], with its principal place of business at \_\_\_\_\_ [Address].

## 1. APPOINTMENT

The Supplier hereby appoints the Distributor as its exclusive distributor for the products listed in *Schedule A* (â€œProductsâ€) within the territory defined in *Schedule B* (â€œTerritoryâ€), subject to the terms and conditions of this Agreement.

## 2. TERM

This Agreement shall commence on \_\_\_\_\_ [Start Date] and, unless terminated earlier in accordance with this Agreement, shall continue for a period of \_\_\_\_\_ [Term Length] years.

### 3. DISTRIBUTOR'S OBLIGATIONS

The Distributor agrees to:

- a) Promote, sell, and distribute the Products exclusively within the Territory;
- b) Maintain adequate inventory and trained personnel;
- c) Provide reports and sales data as reasonably requested by the Supplier.

#### 4. SUPPLIER'S OBLIGATIONS

The Supplier agrees to:

- a) Supply the Products to the Distributor as per agreed terms;
- b) Inform the Distributor of any changes affecting the Products;
- c) Provide marketing and technical support as reasonably required.

## 5. EXCLUSIVITY

During the Term and within the Territory, the Supplier shall not, directly or indirectly, appoint other distributors or sell the Products except through the Distributor.

## 6. PRICING & PAYMENT

The Products shall be sold to the Distributor at the prices set forth in *Schedule C*. Payment terms shall be as follows:

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## 7. TERMINATION

This Agreement may be terminated by either party upon \_\_\_\_\_ [notice period] written notice if the other party breaches any material term of this Agreement.

8. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties. It may only be amended in writing signed by both parties. Any disputes shall be resolved under the laws of \_\_\_\_\_ [Jurisdiction].

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above.

\_\_\_\_\_

Supplier

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distributor

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SCHEDULE A “PRODUCTS

\_\_\_\_\_

SCHEDULE B “TERRITORY

\_\_\_\_\_

SCHEDULE C “PRICING

\_\_\_\_\_