

Initial Distributor Agreement for Merchandise

This Initial Distributor Agreement ("Agreement") is entered into on this ____ day of _____, 20____ ("Effective Date"), by and between:

Company: _____

Address: _____

Distributor: _____

Address: _____

1. Appointment

The Company hereby appoints the Distributor as its non-exclusive distributor of the merchandise ("Products") described in *Exhibit A* within the following territory: _____.

2. Term

The term of this Agreement shall commence on the Effective Date and continue for an initial period of one (1) year, unless terminated earlier in accordance with this Agreement.

3. Duties of Distributor

1. Promote, market, and sell the Products within the designated territory.
2. Not make any representations or warranties regarding Products beyond those provided by the Company.
3. Maintain accurate records of sales and inventory.

4. Orders and Payment

All orders shall be subject to acceptance by the Company. Payment terms shall be as follows:

_____.

5. Pricing

Product prices shall be set forth in *Exhibit B* and may be amended upon thirty (30) days' notice by the Company.

6. Termination

This Agreement may be terminated by either party upon thirty (30) days' written notice.

7. General Provisions

1. This Agreement constitutes the entire understanding between the parties.
2. Any amendments must be in writing and signed by both parties.
3. This Agreement is governed by the laws of _____.

Company Representative Signature / Date

Distributor Signature / Date