

EXCLUSIVE DISTRIBUTION AGREEMENT

Location: _____ Effective Date: _____

Parties:

Supplier (Company Name): _____

Address: _____

Contact Person: _____

Phone/Email: _____

Distributor (Company Name):

Address: _____

Contact Person: _____

Phone/Email: _____

Recitals:

WHEREAS, Supplier manufactures and sells certain products as defined below; WHEREAS, Distributor desires to obtain the exclusive right to distribute and sell the Products within the defined Territory; WHEREAS, Supplier desires to grant such exclusive distribution rights to Distributor under the terms and conditions set forth herein.

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below: "Products" means the goods manufactured or supplied by Supplier and covered by this Agreement; "Territory" means the geographic area where Distributor is authorized to sell and distribute the Products; "Effective Date" means the date on which this Agreement becomes effective as set forth above.

2. Appointment

Supplier hereby appoints Distributor as its exclusive distributor of the Products within the Territory, and Distributor accepts such appointment, subject to the terms and conditions of this Agreement.

3. Distributor Obligations

Distributor agrees to diligently promote, market, and sell the Products within the Territory; maintain adequate inventory; comply with Supplier's policies and guidelines; submit periodic sales reports; and provide reasonable customer support.

4. Supplier Obligations

Supplier agrees to supply Products to Distributor in a timely manner; provide reasonable marketing and technical support; notify Distributor of any Product changes or discontinuations; and honor warranty obligations as detailed herein.

5. Pricing and Payment

Distributor shall purchase Products from Supplier at the prices set forth in Supplier's current price list, subject to change upon reasonable notice; payments shall be made according to the agreed terms; late payments may incur interest charges; Distributor shall bear all taxes, duties, and fees related to the purchase and resale of the Products.

6. Territory and Exclusivity

Supplier grants Distributor exclusive rights to sell and distribute the Products within the Territory; Supplier agrees not to appoint other distributors or agents in the Territory; Distributor shall not sell outside the Territory without Supplier's prior written consent.

7. Term and Termination

This Agreement shall commence on the Effective Date and remain in effect for an initial term of one year; thereafter, it shall automatically renew for successive one-year terms unless either party provides written notice of termination at least thirty (30) days prior to the end of the then-current term; either party may terminate immediately for cause upon a material breach, insolvency, or bankruptcy of the other party.

8. Intellectual Property

Supplier grants Distributor a limited license to use Supplier's trademarks, trade names, and logos solely in connection with the promotion and sale of the Products as authorized herein; all intellectual property rights remain with Supplier; Distributor shall not challenge or infringe upon Supplier's rights.

9. Confidentiality

Both parties agree to maintain the confidentiality of all non-public information disclosed under this Agreement and to use such information solely for purposes of performing obligations hereunder; confidentiality obligations survive termination.

10. Warranties and Disclaimers

Supplier warrants that the Products shall conform to specifications and be free from defects under normal use for a period consistent with industry standards; Distributor's sole remedy for breach of warranty shall be repair, replacement, or refund as Supplier may elect; except as expressly provided, the Products are provided AS IS without other warranties, express or implied.

11. Limitation of Liability

Neither party shall be liable for consequential, incidental, special, punitive, or indirect damages arising out of or related to this Agreement; Supplier's total liability shall not exceed the amount paid by Distributor for the Products giving rise to the claim.

12. Compliance with Laws

Distributor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in its performance under this Agreement, including export controls and anti-bribery laws.

13. Force Majeure

Neither party shall be liable for failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

14. Assignment

Distributor may not assign or transfer its rights or obligations under this Agreement without Supplier's prior written consent; any attempted assignment without consent shall be void.

15. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means with confirmation, to the addresses set forth above or as updated by written notice.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles; the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior negotiations, understandings, and agreements; any amendments must be in writing and signed by both parties.

18. Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

19. Waiver

No waiver of any provision or breach shall be effective unless in writing and signed by the waiving party; failure to enforce any provision shall not constitute a waiver of future enforcement.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic means, and all counterparts together shall constitute one agreement.

SUPPLIER AUTHORIZED SIGNATURE

DISTRIBUTOR AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://agreementtemplate-us.com/exclusive-distribution-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://agreementtemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.