## Distribution agreement: sale of goods, full version, merchant side

Dated: [date]

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This agreement is dated: [date]

It is made between: [the Merchant name]

Of [address] ("the Merchant")

And [Distributor's name]

Of [address] ("the Distributor").

#### These are the agreed terms:

#### 1. Definitions

"Confidential Information"

means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person

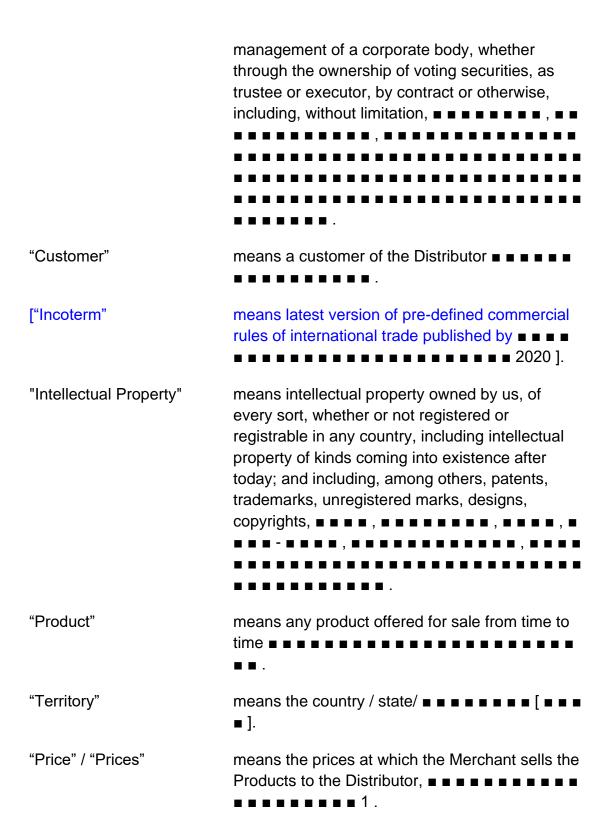
information about staff and their personal contact information,

data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance

. . . . . . . . . . . . . . ;

"Control"

(including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or



## 2. Interpretation

In this agreement unless the context otherwise requires:

2.1.	a reference to one gender shall include any or all genders and a reference to the singular may be interpreted • • • • • • • • • • • • • • • • • • •
2.2.	a reference to a person includes a human individual, a corporate entity and any organisation
2.3.	in connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
2.4.	a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a •••••••••••••••••••••••••••••
2.5.	a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context •••••••••••••••••••••••••••••••••••
2.6.	the headings to the paragraphs and schedules (if any) to this agreement are inserted
2.7.	any agreement by any party not to do or omit to do something includes an obligation not to allow some •••••;
2.8.	[except where stated otherwise], any obligation of any person arising from this ••••••••••••••••••••••••••••••••••••
2.9.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
2.10.	the words "without limitation" shall be deemed to follow any use of the words " ■ ■ ■ " ■ ■ ■ " ■ ■ ■ " ■ ■ ■ .
2.11.	A reference to an act or regulation includes new law of substantially the same

2.12.	in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of •••••••••••••••••••••••••••••••••••
2.13.	all money sums mentioned in this agreement are calculated net of GST, which
2.14.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement
Rela	ationship of parties
3.1.	Each of the parties warrants that it has the authority to enter into this agreement [
3.2.	Nothing in this agreement shall create a partnership, franchise or agency or other relationship between any of the parties,
3.3.	Neither party shall have, nor represent that it has, any authority to make any commitment on the
Enti	re agreement
4.1.	This agreement contains the entire agreement between the parties and supersedes all
4.2.	Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information
4.3.	As an exception to the last previous sub paragraphs, the parties do rely

3.

4.

[Enter list of	other docs	and dates = =	
	Ulitel docs	and dates = =	 

## 5. Appointment of Distributor

## 6. Obligations of the Distributor

- 6.1. use all reasonable efforts to distribute the Products:
- 6.2. maintain full and accurate records of:
  - 6.2.1 stock in hand;
  - 6.2.2 sales to Customers over last previous six years;
  - 6.2.3 the personal name, corporate name, physical address and email address of every Customer and send the
  - 6.2.4 if different, the location to which each  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$

6.6.		no representations or warranties with respect to the Products han those
6.7.	as requ	through its employees, training and sales meetings and events uired by the Merchant so as to ••••;
6.8.	•	e to the Merchant a monthly forecast of sales • • • • • • • • • • • • • • • • • • •
6.9.	buy at	least the amount of Products specified in the forecast for the first
6.10.	mainta	in a stock level of at least ••••••••.
6.11.	•	oply the Products to any other person in the Territory as ■ ■ ■ ■
6.12.		oply the Products to any person in the Territory • • • • • • • • • • • • • • • • • • •
6.13.		ooint any other person as a distributor or agent for the Products  Territory   Territory
		outor shall not be liable to the Merchant if some person sells in
Obli	gatio	ns of the Merchant
7.1.	The Me	erchant warrants that:
	7.1.1	he has the unrestricted authority • • • • • • • • • • • • • • • • • • •
	7.1.2	he has all the intellectual • • • • • • • • • • • • • • • • • • •
7.2.	The Me	erchant
	7.2.1	provide marketing direction and guidance to the Distributor;
	7.2.2	maintain comprehensive general liability insurance, including

7.

		<b>■■■</b> ;
	7.2.3	name the Distributor and its •••••••, ••••••, •••••
	7.2.4	provide to the Distributor
	7.2.5	maintain warranty and post-warranty ••••••••••••••••••••••••••••••••••••
Cor	npliar	nce and regulation
8.1.	The M	erchant agrees to assist and cooperate ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		• • • • • • • • • • • • · · · · · · · ·
8.2.	potent	purposes in connection with regulatory approval and display to ial Customers, the Merchant will sell • • • • • • • • • • • • • • • • • •
0.0	The D	
8.3.	ne D	istributor shall obtain [at its own expense],
8.4.	Each r ■ ■ .	oarty • • • • • • • • • • • • • • • • • • •
Pro	ducts	recall
9.1.	with a ■ ■ ■	of the parties has the right to recall products or contact buyers warning message

8.

9.

	9.2.	As far as possible a party suggesting a recall shall
	9.3.	The cost of the recall, including sales refunds
	9.4.	The Distributor shall send to the Merchant copies, in the language in which they were generated, of all reports, data and correspondence with
10.	Min	imum sale requirements
	The N	Nerchant shall be entitled to terminate this agreement if ■ ■ ■ ■ ■ ■ ■ ■
	• • •	
	Year 20XX 20XX 20XX	
	Year 20XX 20XX 20XX OR Minim	
11.	Year 20XX 20XX 20XX OR Minim	num sale requirements for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.	Year 20XX 20XX 20XX  OR Minim	num sale requirements for •••••••••••••••••••••••••••••••••••

	11.1.2	be involved in any way in
	11.1.3	sell the Products outside the Territory or
11.2.		stributor is solely responsible for compliance with
11.3.	The Dis	stributor is solely responsible for payment of all costs associated
11 4	·	stributor will:
11.4.		procure that its marketing team attend the offices of the Merchant from time to time
	11.4.2	spend not less than \$ [ 0000 ] = = = = = = = = = = = = = = = =
	11.4.3	Provide an after sales service • • • • • • • • • • • • • • • • • • •
11.5.	The Dis	stributor will use its best endeavours to:
	11.5.1	promote and sell the Products throughout the Territory;
	11.5.2	maintain adequate stocks • • • • • • • • • • • • • • • • • • •
	11.5.3	comply were all legal requirements

## 12. Distributor's liaison and reports

The Distributor will provide to the Merchant:

	12.1.	monthly, a report in whatever
	12.2.	six monthly, an updated • • • • • • • • • • • • • • • • • • •
	12.3.	whenever a change • • • • • • • • • • • • • • • • • • •
	12.4.	six monthly, a copy of all
	12.5.	as often as may be appropriate, details of any   , , , , , , , , , , , , , , , , , ,
13.	The	Price
	13.1.	The Price of the Products shall be
	OR	
	13.2.	The Merchant will sell the
	AND	
	13.3.	Once agreed, the Price for the •••••••••••••••••••••••••••••••••••
	OR	
	13.4.	The Merchant may increase the Prices at any time upon giving [12] weeks
	13.5.	The Prices are exclusive of goods

	13.6.	The maximum amount of $\blacksquare$
14.	Orde	ers and acceptance
	14.1.	The Merchant reserves the right to reject any order or to cancel any order
	14.2.	If it rejects an order, or cancels
	14.3.	Nothing said or done by the Merchant is an acceptance of an order   , , , , , , , , , , , , , , , , , ,
	OR	
	14.4.	Nothing said or done by the Merchant
15.	Deli	very
	15.1.	Prices are "ex works" • • • • • • • • • • • • • • • • • • •
	15.2.	If the Distributor asks the Merchant to arrange transport and insurance and the Merchant does • • • • • • • • • • • • • • • • • • •
	15.3.	The Merchant will use its best endeavours to supply the
	15.4.	The Merchant may from time to time change any

15.5.	Each order from ••••••••••••••••••••••••••••••••••••
15.6.	Upon receipt of each order from the Distributor the Merchant will inform the Distributor of
45.7	
15.7.	

## 16. Transportation

_	[There are many ways and alternative deals possible. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
16.1.	The foll	owing Incoterms = = = = = = = = = = = = = = = = = = =	
	16.1.1	EXW [named • • • • , • • • • • • • • • ] • • • • ® 2020 .	
	16.1.2	FCA [named • • • • , • • • • • • • • • • ] • • • •	
	16.1.3	CPT [named • • • • , • • • • • • • • • ] • • • • ® 2020 .	
	16.1.4	CIP - [	
	16.1.5	<b>DPU</b> [named • • • • , • • • • • • • • • • • • • •	
	16.1.6	DAP [named = = = , = = = = = = = ] = = = ® 2020 .	
	16.1.7	DDP[named • • • • , • • • • • • • • • • ] • • • •	

		16.1.8 FAS [named = = = , = = = = = = ] = = = ® 2020
		16.1.9 FOB [named = = = , = = = = = = ] = = = ® 2020
		16.1.10 CFR [named • • • • , • • • • • • • • • • ] • • • •
		16.1.11 CIF [named • • • • , • • • • • • • • • • ] • • • •
	16.2.	All rights, obligations,
	16.3.	Unless otherwise agreed in this agreement so far • • • • • • • • • • • • • • • • • • •
17.	Pay	ment terms
	17.1.	The Distributor shall pay for each batch of Products not less than [ 28
	OR	
	17.2.	The Distributor shall pay   6.
	17.3.	If the Distributor fails to pay for
		17.3.1 suspend all further = = = = = = = = = = = = = = = = = = =
		17.3.2 sell any Products
	OR	
	17.4.	Payment of the Price shall   30   30   30   30   30   30   30
	17.5.	All sums due under this agreement:

	17.5.1	shall be made in full, without any set-
	17.5.2	shall be paid by the due date, failing which the Merchant may charge the
	17.5.3	Payments will be made by the Distributor in Australian dollars by direct   // Australian dollars // Australian
	17.5.4	shall be paid in • • • • • • • • • • • • • • • • • •
OR		•
	17.5.5	[specify method of payment and due date]
17.6.	On requ	uest, the Merchant will supply • • • • • • • • • • • • • • • • • • •
17.7.	paymer	pplicable law requires any tax or charge to be deducted before at,
17.8.	•	m due under this agreement not expressed in Australian dollars
17.9.		g charges by the receiving bank on payments to the Merchant
17.10.	The par	ties shall collaborate

	17.11	. Where credit has been agreed in writing between $\blacksquare$
	17.12	. No right of set off shall arise.
	OR	
18.	Pay	ment on running credit account
	18.1.	Payment is due to reach the
	18.2.	On request, the Merchant will supply
	18.3.	The Merchant's accounting system will automatically charge interest  ,,,,,,, .
	18.4.	If money remains overdue after one month, the rate charged will be  [1.5]
	OR	
19.	Payı	ment by letter of credit
	19.1.	Payment for •••••••••••••••••••••••••••••••••••
	19.2.	The Distributor shall within [7] days of •••••••••••••••••••••••••••••••••••
	19.3.	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,   , , , , , , , , , , , , , , , , , ,
		j.

19.4.	The letter of credit shall be payable [30] • • • • • • • • • • • • • • • • • • •
19.5.	Each letter of credit shall remain open for at   30   30   30   30   30   30   30   3
19.6.	The terms of the letter of credit may be specified
19.7.	Where there is an error on the letter or credit, or for whatever reason the Merchant's
	••••••
Risk	c and retention of title
11101	
	Ownership of the Products shall not pass to the Distributor until it has
	Ownership of the Products shall not pass to the Distributor until it has
20.1.	
20.1.	
20.1.	In spite of delivery having
20.1.	In spite of delivery having,;
20.1.	In spite of delivery having
20.1.	In spite of delivery having
20.1.	In spite of delivery having
20.1.	In spite of delivery having

20.

20.5.	Despite any of the Products being owned by the Merchant,
20.6.	Any sale or dealing shall be a sale or use of
20.7.	Until property in the Products passes from the Merchant the entire proceeds of sale of the
20.8.	The Merchant is entitled to recover
20.9.	If the Merchant asks the
20.10.	If, when asked, the Distributor
20.11.	The Distributor must not pledge or in any way charge by way of
20.12.	The Distributor must keep the Products insured to
20.13.	If, when the Merchant asks, the Distributor fails to deliver to
20 14	The Distributor will not move any Products
_0.1 1.	

## 21. Products defective or not as ordered

21.1.	The Merchant shall • • • • • • • • • • • • • • • • • •
	21.1.1 comply with their description on the order; and
	21.1.2 are of satisfactory •••••/•••••••••
21.2.	Immediately upon taking delivery of any Products, the Distributor shall
21.3.	If the Distributor finds any defect in the quality or quantity of the Products, or a failure to comply with
21.4.	If the Distributor claims that the Products were
21.5.	If the Merchant agrees with the shortage or defect, it will top ■ ■ ■ ■
21.6.	
	21.6.1
	21.6.2 the defect results only from faulty design;
	21.6.3
	••••
21.7.	

21.8.

### 22. Warranty and Service Policy

The Merchant now warrants to the Distributor that:

22.1.

22.2.

22.3.

22.4.

22.5.

## 23. Disclaimers and limitation of liability

23.1.

23.2.			••••			■,■■				
23.3.										••
	23.3.1		• • • • • • ;	••••				•••	••••	
	23.3.2			••••	••••					
	23.3.3	••••								
23.4.		•••						•••		
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	23.4.2	■,■■	••••							
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23.5.							■ ■ ) ■ :			
23.6.	••••	••••		••••			• • • •		• • .	
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23.7.										

## 24. Mutual Indemnities

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	24.1.4		•••												
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	24.3.1		•••	•											
	24.3.2								••	••	••				I
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## 25. Assignment

25.1.

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25.2.

## 26. Sale of business or change of Control

26.1.

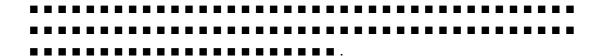
26.2.

26.3.

26.4. The Distributor agrees that this provision is fair.

## 27. Confidential Information

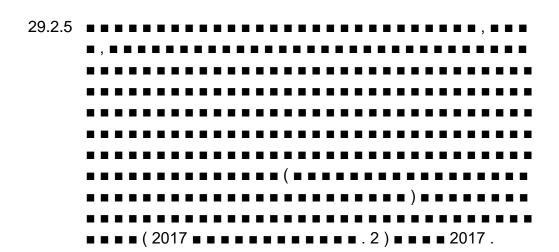
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	27.1.2							J
	27.1.3							
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	27.1.4							
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	27.1.5				•			1
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	27.1.6							
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		•.	••••	••••	••••	••••		
27.2.	This pa	ragraph does	not apply to	o disclosu	ıre:			
	27.2.1	made by orde	er of the co	urt;				
	27.2.2							
				;	<b></b>	<b></b>	<b></b>	
	27.2.3			• • • • • •				



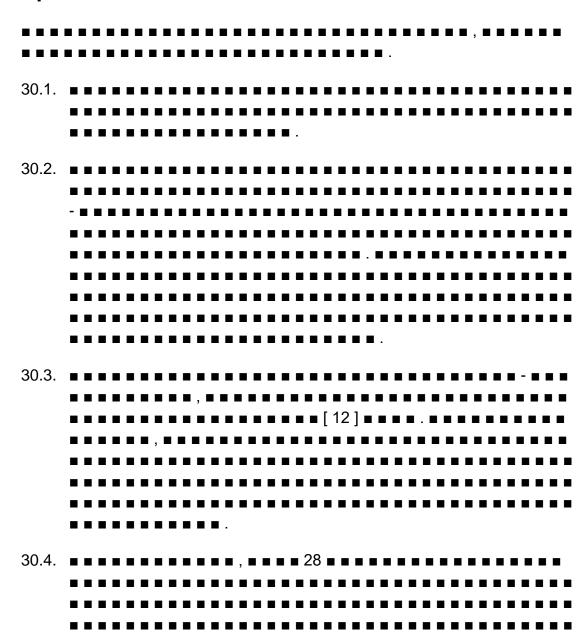
## 28. Intellectual Property

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•:			-	. =		 						•								•
28.1.	•••				• • •	 	•	•		• •		-		• •	•	• •	•	• •		
28.2.				•	• • •	 			• •						•		•			
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But th	at it w	ill:																		
28.9.								•		• •		-		•	•	• •				

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	20.11	
	28.12	
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	28.13	
		;
	28.14	
29.	Dura	ation and termination
	29 1	
		***************************************
	20.2	This agreement shall continue until terminated:
	23.2.	
		29.2.1 on [date];
	OR	
		29.2.2
	AND	
		29.2.3
		[28];;
		29.2.4
		30

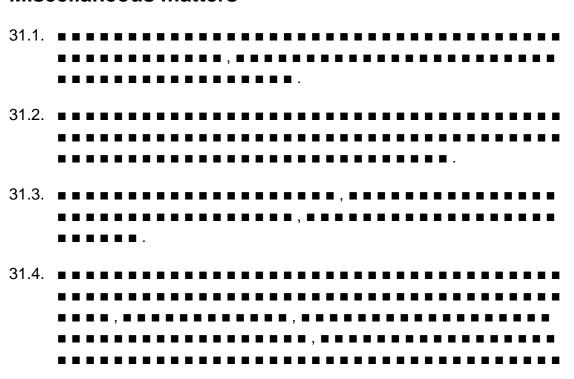


## 30. Upon termination

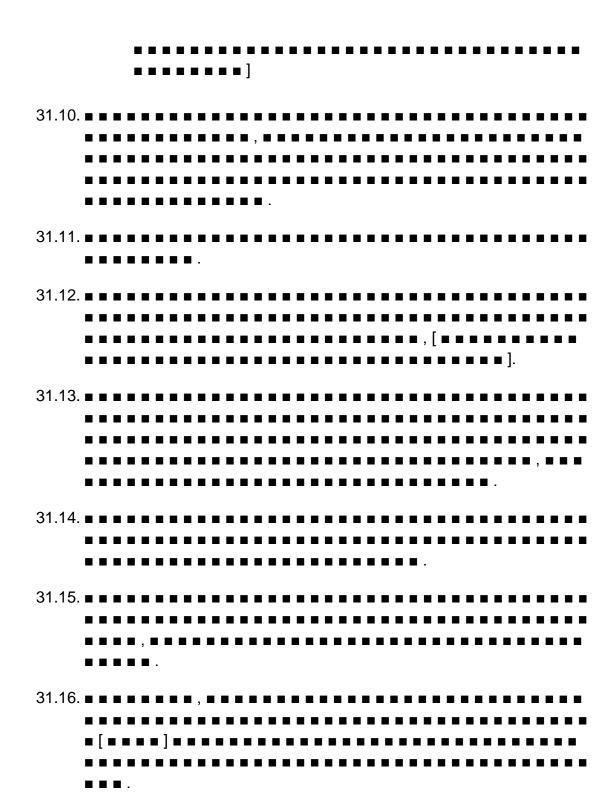


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30.7.								•	<b>.</b>		ı <b>=</b>	•	•		•	_	<b>.</b>			ı <b>=</b>		•	•	<b>.</b>		
	••																		•	•		•		- 1		•
30.8.		-		-	 . =	•		 •	•			•			•	•	•			-	•	•		- 1		
30.9.																										
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#### 31. Miscellaneous matters



31.5.	
31.6.	1988
	,
24.7	
31.7.	
	•
24.0	
31.0.	
31.9.	
31.9.	
	•••••
	It shall be deemed to have been delivered:
	it shall be deemed to have been delivered.
	;
	■ ■ ■ ,



Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

For, and on behalf of [name]
print name
Witness to signature:
name:
Address
For, and on behalf of [name]
print name
Witness to signature:
name:
Address

# Schedule 1: The Products and Prices

## Schedule 2: Description of after sales service required

## **Schedule 3: Minimum sale requirements**

Schedule 4 :The sales training scheme	
••••••	
Duration of training	
Brief details of the programme	
Number of people;	
Who will train;	
Responsibility for health and safety;	
; ;	
, and the second se	

Who pays cost of travel and accommodation?

## **Schedule 5: After sales service**

## **Schedule 6: Batch Payment**

## **Explanatory notes:**

Distribution agreement: sale of goods, full version, merchant side

## Paragraph specific notes

Notes related to specific numbered paragraphs

#### 1. Definitions

#### 2.

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose. 

#### 3. Relationship of parties

Confirms authority of an organisation to make the deal. If you are dealing with a company and do not know who has authority to  $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$   $\blacksquare$ .................

#### 4. **Entire agreement**

This paragraph prevents a party from later saying it was relying on some other document or web site or what was said. If other documents are to be relied 

This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. For example, **Appointment of Distributor** We have placed this important provision in a separate paragraph to **E E E Obligations of the Distributor Obligations of the Merchant** These obligations are intentionally vague. Add and delete **E E E E E E Compliance and regulation** This provision is usually most important when selling abroad. We have no idea what compliance or registration and control . . . . . . . . . . . Products recall Delete if not required. Minimum sale requirements Most distribution agreements provide for minimum sales. This can be expressed in different ways. To avoid conflict later, we ----. . . . . . . . . . . . . . . . . . . Distributor's marketing obligations The essence of this paragraph is to make the distributor responsible for all of the cost of importation and for compliance with all local laws. If the distributor is in the same country as the merchant and much of this paragraph may be deleted or amended.

#### 12. Distributor's liaison and reports

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This paragraph provides ideas for the ongoing liaison between the parties and the provision of sufficient reports to the merchant to inform him, first as to past activity by the distributor and secondly as to current and future market conditions. It is particularly important that the merchant has access to all  $\blacksquare$ 

	We have provided a menu of possibilities.
13.	The Price
	The merchants ability to change prices and specification are likely to be one of the areas of greatest concern
	•••••
	Alternatively the distributor may feel it is appropriate to limit
4.	Orders and acceptance
	It is vital that the Merchant is able to refuse an order. If some provision is not made here, the position is that an order given to the Merchant will create a contract which of course it must
5.	Delivery
	There is an infinite number of possible arrangements.
6.	Transportation
	If you are selling abroad, we recommend using an Incoterm because they will commit both sides to an accepted and firm set of rules. If you are selling only in Australia, of course delivery arrangements will be simpler. If you use an Incoterm, make sure you delete all the alternative Incoterms and check your obligations at <a href="https://iccwbo.org/resources-for-business/incoterms-">https://iccwbo.org/resources-for-business/incoterms-</a>

## 17. Payment terms

rules/incoterms-2020/

## 18. Payment on running credit account

19.

20.

giving contra	outor. There is no need to write into your terms, your requirements for credit. First, you need absolute flexibility and second, it is not a actual matter but a concession by you. The only contractual part is the ing of interest. Most customers assume		
•••			
•••	,		
The mention of "not a penalty" is necessary because a higher rate of			
Paym	ent by letter of credit		
We have no further comment			
Riska	and retention of title		
Many	books have been written on this subject so this note will do		
	•:		
20.1.	The concept and use of a provision for retention of title is only of use when you are competing against some other party to establish ownership.		
20.2.	If your goods are far away, the chance of success in asserting ■ ■ ■ ■		
20.3.	The only secure way to •••••••••••••••••••••••••••••••••••		
20.4.	Payment through an LC is universally acknowledged and		
20.5.	If you must give credit the terms we have proposed will give you the strongest protection		

This paragraph applies only if credit facilities have been granted to the

21.	Products defective or not as ordered
	Matters for your judgement. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
22.	Warranty and Service Policy
	You are making promises here. As they are, they conflict to some extent with the paragraph on your disclaimers.
23.	Disclaimers and limitation of liability
	Matters for your judgement. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
24.	Mutual indemnities
	We have provided far more protection
25.	Assignment
	Give careful thought to this. It is not an alternative to a "Change of ■ ■ ■ ■ " ■
	Consider the circumstances on both sides which may
	We give you these options:
	25.1. Neither party may assign the contract
	Action: use first option and delete second
	25.2. Both parties may assign.
	Action: delete all
	25.3. Both • • • • • • • • • • • • • • • • • • •
	25.3. Both

Action: leave as is.

	Action: edit
	25.5. A party may • • • • • • • • • • • • • • • • • • •
	Action: use second alternative and delete first.
26.	Sale of business or change of Control
	The last paragraph on "assignment" does
	•
	In practice however, the personal element may be important to you or you may
	Of course, it also
	•••••
27.	Confidential Information
	Needs to
28.	Intellectual Property
	Every business has far more intellectual property than its managers generally assume. It
	Nonetheless, you could carefully to define those items of intellectual property which the distributor might need to use so as

25.4. You may assign but not other party.

	*****
29.	Duration and termination
	It is usual to terminate on notice, but if $\blacksquare \blacksquare = \blacksquare$
30.	Upon termination
	This is the time when the parties may
31.	Miscellaneous matters
	A number of points which solicitors

**End of notes**