AU-MADdis07

Distribution agreement: high brand value product

Dated: [date]

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This agreement is dated: [date]

It is made between:

Pierre Francois Pty Limited, a company incorporated in the Commonwealth of Australia [under Australian Company Number [number] and] [redacted] [[redacted]] (“[redacted]”);

AND

House of Darling Incorporated, a company incorporated in New Zealand under [act / law], whose main place [redacted] [[redacted]], (“[redacted]”).

These are the agreed terms:

1. Definitions

These definitions apply unless the context [redacted]:

“Confidential Information”	means all information about the parties to this agreement, including any information which may give a commercially competitive advantage [redacted]. [redacted]:
	information about staff, their performance and [redacted],
	data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer [redacted], [redacted], [redacted], [redacted];
	information about the Intellectual Property, the Know-how and all [redacted];
	information created or arising from this agreement;
	information owned by a third party and in respect of which a party [redacted]-[redacted].

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information, comment or implication published on [redacted].

data or information relating to processes, formulae, procedures, designs, drawings, apparatus, [redacted];

information about the Intellectual Property and [redacted].

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course [redacted].

"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 management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, [redacted].

"Customer" means a customer of Darling who [redacted].

["Incoterm" means latest version of pre-defined commercial rules of international trade published by [redacted] 2020 .].

"Intellectual Property" means intellectual property of every sort, [owned by or licensed to [name]], whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today, together with [redacted]

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[redacted].

and includes:

patents, trade marks, unregistered marks, designs, copyrights, Know-how, creations and inventions, [redacted], [redacted], [redacted], [redacted];

concepts, ideas, drawings, [redacted], [redacted];

data, processes, methods, [redacted], [redacted];

scientific and technical information, preclinical, and [redacted];

[made or produced [by [name]] in [redacted]].

“Know-how” means scientific or technical information, and other procedures and ways of working and organising [redacted].

“Person” means a human individual, a corporate entity, a partnership, a governmental authority and any organisation which is managed or controlled as a unit. A reference to a Person includes reference to that Person’s successors, legal representatives, permitted assigns and any Person to whom [redacted], [redacted], [redacted]-[redacted].

“Product” means the range of [perfumery and toiletries] named [the Product] and any other product [redacted].

“Product Rights” means all Intellectual Property in the Product.

“Range” means [clothing or children’s toys or tee shirts or meals or software apps or whatever]. [Enter complete and clear statement of industry and

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	application. If [redacted] 100 [redacted] , [redacted]].
“Territory”	means the country / state/ [redacted] [[redacted]].
“Price” / “Prices”	means the prices at which PierreF sells the Product to Darling, [redacted] 1 .

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 [redacted] .

2.2. a reference to a person includes a human individual, a corporate entity and any organisation [redacted] .

2.3. in connection with any benefit given by this agreement, a reference to a party includes [redacted] , [redacted] .

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 [redacted] , [redacted] , [redacted] - [redacted] .

2.5. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [redacted] . [redacted] .

2.6. the headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted] .

2.7. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted] ;

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2.8. [except where stated otherwise], any obligation of any person arising from this [redacted];

2.9. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted].

2.10. the words “without limitation” shall be deemed to follow any use of the words “[redacted]” [redacted] “[redacted]” [redacted].

2.11. a reference to an act or regulation includes new law of substantially the same [redacted].

2.12. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of [redacted], [[redacted] $ 200 [redacted]].

2.13. All money sums mentioned in this agreement are calculated net of GST, which [redacted].

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 [redacted], [redacted].

3. Relationship of parties

3.1. Each of the parties warrants that it has the authority to enter into this agreement [[redacted]].

3.2. Nothing in this agreement shall create a partnership, franchise or agency or other relationship between any of the parties, [redacted].

3.3. Neither party shall have, nor represent that it has, any authority to make any commitment on the [redacted], [redacted].

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4. Entire agreement

4.1. This agreement contains the entire agreement between the parties and supersedes all [redacted].

4.2. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information [redacted].

4.3. As an exception to the last previous sub paragraphs, the parties do rely [redacted]:

[Enter list of other docs and dates [redacted]]

5. Appointment of Darling and licence to use Intellectual Property

5.1. PierreF now appoints Darling as its [exclusive / non-exclusive] distributor in the Territory for the sale of the Product, and Darling now agrees [redacted], [redacted].

5.2. Darling acknowledges that PierreF owns all right, title and interest in and to the Product and that Darling has no right [redacted].

5.3. Subject to the terms of this agreement, PierreF grants to Darling an exclusive licence to sell the Product within the Territory, [redacted] [[redacted]] [redacted].

OR

5.4. Subject to the terms of this agreement, PierreF grants to Darling an exclusive licence to sell the [redacted], [redacted].

OR

5.5. Subject to the terms of this agreement, PierreF grants to Darling a licence to sell the Product only within the Territory, for a term starting today and ending [[redacted]] [redacted] [[redacted]/[redacted]/[redacted]].

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OR

5.6. Subject to the terms of this agreement, PierreF grants to Darling an exclusive licence to use the Product in connection with the retail sale of the Product [redacted], [redacted].

5.7. Darling shall not promote or sell any product or service connected with or derived from the Product Rights, outside the Territory, nor sell any Product within the Territory if [redacted]-[redacted].

5.8. Darling must not sub-[redacted] [[redacted]].

5.9. Darling may not allow any other [redacted].

5.10. The Licence may not [redacted], [redacted]:

5.10.1 that PierreF approves the [redacted] ([redacted]);

5.10.2 that the assignee enters into an agreement directly with PierreF in [redacted], [redacted].

5.10.3 the sub-licence is non-assignable.

5.11. So far as any goodwill is [redacted].

5.12. Expiry of any patent, trademark or third party [redacted] [[redacted]].

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6. The Price

6.1. The Price of the Product shall be [redacted].

OR

6.2. PierreF will sell the [redacted] 1 .

AND

6.3. Once agreed, the Price for the [redacted] [[redacted]] [redacted] .

OR

6.4. PierreF may increase the Prices at any time upon giving [12] weeks [redacted] . [redacted] , [redacted] .

6.5. The Prices are exclusive of goods [redacted] .

6.6. The maximum amount of [redacted] [[redacted]] [redacted] .

7. Administrative obligations of Darling

Darling agrees that it will at all times:

7.1. maintain full and accurate records of:

7.1.1 stock in hand;

7.1.2 sales to Customers over last previous six years;

7.1.3 the personal name, corporate name, physical [redacted] .

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7.1.4 if different, [redacted].

7.2. maintain systems and procedures whereby any [redacted]-[redacted]-[redacted];

7.3. use only advertising and [redacted];

7.4. comply with all relevant governmental [redacted];

7.5. make no representations or warranties [redacted];

7.6. maintain a stock [redacted][[redacted]][redacted].

8. Darling's marketing obligations

8.1. Darling will use its best endeavours to:

8.1.1 promote and sell the Product throughout the Territory;

8.1.2 maintain adequate stocks [redacted];

8.1.3 comply with all legal requirements [redacted].

8.2. Darling is solely responsible for compliance with all [redacted], [redacted].

8.3. Darling is solely responsible for payment of all costs associated with the [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

8.4. Darling will:

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8.4.1 procure that its marketing team attend the offices of PierreF from time to time [redacted] [[redacted] 4];

8.4.2 spend not less than $ [0000] [redacted] ;

8.4.3 provide an after sales service [redacted] 5 ;

8.5. Darling agrees that [redacted] :

8.5.1 sell any other [redacted] ;

8.5.2 be involved in any way in [redacted] ;

8.5.3 sell the Product outside the Territory or [redacted] .

8.5.4 supply the Product to [redacted] ;

8.5.5 appoint any other person as a [redacted] .

But Darling shall not be liable [redacted] .

9. PierreF's approval of Darling's marketing plan

9.1. In order to preserve the brand value, goodwill and reputation of the Product, Darling shall consult with [redacted] , [redacted] , [redacted] , [redacted] . [redacted] .

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9.2. The consultation shall include the provision by Darling [redacted].

9.3. [Subject to this agreement, Darling is [redacted]].

10. Minimum sale requirements

PierreF shall be entitled to terminate this agreement if in [redacted].

Year	Total value
20XX	
20XX	
20XX	

OR

Minimum sale requirements for [redacted] 3 .

11. Darling's liaison and reports

Darling will provide to PierreF:

11.1. monthly, a report in [redacted];

11.2. six monthly, an updated [redacted];

11.3. whenever a change [redacted] , [redacted];

11.4. six monthly, a copy of all [redacted] , [redacted];

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11.5. as often as may be appropriate, details of any [redacted] .

12. Protection of Intellectual Property

Darling agrees that it will:

12.1. not claim nor register any intellectual property [redacted] ;

12.2. not within [three] years, create, write, make [redacted] ;

12.3. not use in its own business, [redacted] ;

12.4. not represent that Darling is the owner [redacted] .

12.5. use its best endeavours to notify all Persons [redacted] .

12.6. not remove any identification or reference [redacted] .

12.7. not publish any [redacted] :

12.7.1 denigrate PierreF or [redacted] ;

12.7.2 reduce the value [redacted] .

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13. Obligations of PierreF

13.1. PierreF warrants that:

13.1.1 he has the unrestricted authority [redacted];

13.1.2 he has all the intellectual [redacted].

13.2. PierreF agrees that it will at all times:

13.2.1 provide marketing direction and guidance to Darling;

13.2.2 maintain comprehensive general liability insurance, including product [redacted];

13.2.3 name Darling and its subsidiaries [redacted];

13.2.4 provide to Darling a [redacted];

13.2.5 maintain warranty and post-warranty [redacted].

14. Compliance and regulation

14.1. PierreF agrees to assist and cooperate [redacted].

14.2. For all purposes in connection with regulatory approval and display to potential Customers, PierreF will sell [redacted] [[redacted] 10 %] [redacted] [25 %] [redacted]. [redacted].

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14.3. Darling shall obtain [at its own expense], [redacted].

14.4. Each party [redacted].

15. Orders and acceptance

15.1. PierreF reserves the right to reject any order or to cancel any order [redacted].

15.2. If it rejects an order, or [redacted].

15.3. Nothing said or done by PierreF is an acceptance of an order [redacted].

OR

15.4. Nothing said or done by PierreF is [redacted].

16. Delivery

16.1. Prices are “ex works” [redacted].

16.2. If Darling asks PierreF to arrange transport and insurance and PierreF does so, [redacted].

16.3. PierreF will use its best endeavours to supply [redacted].

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16.4. PierreF may from time to time change any specification [redacted] .

16.5. Each order [redacted] .

16.6. Upon receipt of each order from Darling PierreF will inform Darling of the [redacted] . [redacted] .

17. Transportation

[There are many ways and alternative deals possible. [redacted] *.* [redacted] *,* [redacted] *].*

17.1. The following Incoterms [redacted] :

17.1.1 EXW [named [redacted] , [redacted]] [redacted] ® 2020 .

17.1.2 FCA [named [redacted] , [redacted]] [redacted] ® 2020 .

17.1.3 CPT [named [redacted] , [redacted]] [redacted] ® 2020 .

17.1.4 CIP – [[redacted] , [redacted]] [redacted] ® 2020 .

17.1.5 DPU [named [redacted] , [redacted]] [redacted] ® 2020 .

17.1.6 DAP [named [redacted] , [redacted]] [redacted] ® 2020 .

17.1.7 DDP[named [redacted] , [redacted]] [redacted] ® 2020 .

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17.1.8 FAS [named [redacted], [redacted]] [redacted] ® 2020 .

17.1.9 FOB [named [redacted], [redacted]] [redacted] ® 2020 .

17.1.10 CFR [named [redacted], [redacted]] [redacted] ® 2020 .

17.1.11 CIF [named [redacted], [redacted]] [redacted] ® 2020 .

17.2. All rights, obligations, [redacted].

17.3. Unless otherwise agreed in this agreement so far [redacted], [redacted] [[redacted]].

18. Payment terms

18.1. Darling shall pay for each batch of the Product not less [redacted] [28 [redacted]] [redacted].

OR

18.2. Darling shall pay for [redacted] 6 .

18.3. If Darling fails to pay for any [redacted] [56 [redacted]] [redacted]:

18.3.1 suspend all further [redacted]; [redacted] / [redacted]

18.3.2 sell any the [redacted].

OR

18.4. Payment of the Price [redacted] 30 [redacted].

18.5. All sums due under this agreement:

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18.5.1 shall be made in full, without any set-[redacted].

18.5.2 shall be paid by the due date, failing which PierreF may charge Darling [redacted] [8]% [redacted];

18.5.3 Payments will be made by Darling in Australian dollars by direct [redacted] / [redacted] [[redacted]].

18.5.4 shall be paid in [redacted] [[redacted]].

OR

18.5.5 [specify method of payment and due date]

18.6. On request, PierreF will supply [redacted].

18.7. If any applicable law requires any tax or charge to be deducted before payment, [redacted] [[redacted]] [redacted].

18.8. Any sum due under this agreement not expressed in Australian dollar shall be [redacted].

18.9. Banking charges by the receiving bank on payments to PierreF [redacted].

18.10. The parties shall collaborate [redacted].

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18.11. Where credit has been agreed in writing between [redacted], [redacted] 30 [redacted].

18.12. No right of set off shall arise.

OR

19. Payment on running credit account

19.1. Payment is due to reach PierreF's [redacted].

19.2. On request, PierreF will supply [redacted].

19.3. PierreF's accounting system will automatically charge interest [redacted], [redacted] [1] [redacted].

19.4. If money remains overdue after one month, the rate charged will be [1. 5] [redacted]. [redacted].

OR

20. Payment by letter of credit

20.1. Payment for [redacted].

20.2. Darling shall within [7] days of [redacted], [redacted] [[redacted]] [redacted].

20.3. Each letter of credit must be confirmed, transferable, irrevocable, without recourse, [redacted] [[redacted]] [redacted], [redacted] [[redacted]].

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20.4. The letter of credit shall be payable [30] [redacted] [[redacted]].

20.5. Each letter of credit shall remain open for at [redacted] 30 [redacted] .

20.6. The terms of the letter of credit may be specified [redacted] , [redacted] .

20.7. Where there is an error on the letter or credit, or for whatever reason PierreF's [redacted] , [redacted] .

21. Risk and retention of title

21.1. Ownership of the Product shall not pass to Darling until it has [redacted] , [redacted] .

OR

21.2. In spite of delivery having [redacted] , [redacted] :

21.2.1 Darling has paid the Price in full; and

21.2.2 no other sums [redacted] .

21.3. Until property in the Product passes [redacted] , [redacted] .

21.4. [redacted] ([redacted]) [redacted] .

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21.5. [redacted], [redacted].

21.6. [redacted], [redacted].

21.7. [redacted].

21.8. [redacted].

21.9. [redacted], [redacted].

21.10. [redacted], [redacted], [redacted], [redacted].

21.11. [redacted]. [redacted], [redacted].

21.12. [redacted]‘[redacted].

21.13. [redacted], [redacted], [redacted], [redacted].

21.14. [redacted].

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22. Product defective or not as ordered

22.1. [redacted]:

22.1.1 complies with its description on the order; and

22.1.2 [redacted]/[redacted];

22.2. [redacted], [redacted], [redacted], [redacted].

22.3. [redacted], [redacted], [redacted]. [redacted][7][redacted], [redacted].

22.4. [redacted]-[redacted], [redacted].

22.5. [redacted], [redacted]/[redacted].

22.6. [redacted]:

22.6.1 [redacted][12][redacted];

22.6.2 the defect results only from faulty design;

22.6.3 [redacted][redacted][redacted].

22.7. [redacted], [redacted].

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22.8. [redacted], [redacted], [redacted].

23. Warranty and Service Policy

PierreF now warrants to Darling that:

23.1. [redacted];

23.2. [redacted].

23.3. [redacted][redacted][redacted].

23.4. [redacted], [redacted].

23.5. [redacted], [redacted], [redacted]. [redacted], [redacted]. [redacted].

24. Product recall

24.1. [redacted]. [redacted], [redacted], [redacted].

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24.2. [redacted]

24.3. [redacted]

24.4. [redacted]

25. Disclaimers and limitation of liability

25.1. [redacted]

25.2. [redacted]

25.3. [redacted]:

25.3.1 [redacted];

25.3.2 [redacted];

25.3.3 [redacted].

25.4. [redacted]:

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25.4.1 indirect or consequential loss; or

25.4.2 [redacted].

25.5. [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted], [redacted].

25.6. [redacted], [redacted], [redacted], [redacted] $ [100 , 000]. [redacted], [redacted].

25.7. [redacted].

26. Mutual Indemnities

26.1. [redacted], [redacted]:

26.1.1 [redacted], [redacted], [redacted];

26.1.2 [redacted];

26.1.3 [redacted];

26.1.4 [redacted].

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26.2. [redacted] ([redacted]), [redacted], [redacted], [redacted], [redacted].

26.3. [redacted], [redacted], [redacted]:

26.3.1 [redacted], [redacted], [redacted], [redacted];

26.3.2 [redacted];

[redacted].

27. Assignment

27.1. [redacted], [redacted], [redacted]-[redacted], [redacted], [redacted], [redacted], [redacted].

27.2. [redacted].

28. Sale of business or change of Control

28.1. [redacted].

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28.2. [redacted], [redacted], [redacted].

28.3. [redacted], [redacted].

28.4. Darling agrees that this provision is fair.

29. Confidential Information

29.1. [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted]. [redacted], [redacted]:

29.1.1 [redacted], [redacted], [redacted];

29.1.2 [redacted], [redacted];

29.1.3 [redacted], [redacted], [redacted] [[redacted]....]

29.1.4 [redacted];

29.1.5 [redacted] ([redacted]);

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29.1.6 [redacted] ([redacted]) [redacted].

29.2. This paragraph does not apply to disclosure:

29.2.1 [redacted];

29.2.2 [redacted];

29.2.3 [redacted], ([redacted]), [redacted]. [redacted];

29.2.4 [redacted];

29.2.5 [redacted];

29.2.6 [redacted];

29.2.7 [redacted]; [redacted], [redacted], [redacted], [redacted], [redacted];

29.2.8 [redacted];

29.2.9 [redacted]. [redacted].

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29.3. [redacted].

29.4. [redacted].

29.5. [redacted]5[redacted].

29.6. [redacted].

29.7. [redacted]-[redacted].

29.8. [redacted]-[redacted],[redacted]([redacted])[redacted].

30. Duration and termination

30.1. [redacted].

30.2. This agreement shall continue until terminated:

30.2.1 on [date];

OR

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30.2.2 [redacted] [3 [redacted]] [redacted] ;

AND

30.2.3 [redacted] [28 [redacted]] [redacted] [28 [redacted]] [redacted] ; [redacted]

30.2.4 [redacted] 30 [redacted] ; [redacted]

30.2.5 [redacted] , [redacted] , [redacted] ([redacted] (2017 [redacted] . 2) [redacted] 2017 .

31. Upon termination

[redacted] , [redacted] .

31.1. [redacted] .

31.2. [redacted] - [redacted] . [redacted] .

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31.3. [redacted] - [redacted], [redacted] [12] [redacted]. [redacted], [redacted].

31.4. [redacted], [redacted] [28 [redacted]] [redacted].

31.5. [redacted], [redacted].

31.6. [redacted].

31.7. [redacted].

31.8. [redacted].

31.9. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

32. Miscellaneous matters

32.1. [redacted], [redacted].

32.2. [redacted].

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32.3. [redacted], [redacted], [redacted].

32.4. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

32.5. [redacted].

32.6. [redacted] 1988 [redacted] ([redacted], [redacted]) [redacted], [redacted] [[redacted]/[redacted]] [[redacted]]. [redacted], [redacted], [redacted].

32.7. [redacted].

32.8. [redacted], [redacted].

32.9. [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted]

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[illegible];

[illegible]: [illegible] 72 [illegible];

[illegible]-[illegible] [illegible]-[illegible]: [illegible] 24 [illegible] [illegible]-[illegible] [illegible]. [[illegible] [illegible]-[illegible]. [illegible], [illegible]]

32.10. [illegible], [illegible].

32.11. [illegible].

32.12. [[illegible], [[illegible]]].

32.13. [illegible], [illegible].

32.14. [illegible].

32.15. [illegible], [illegible].

32.16. [illegible], [illegible] [[illegible]] [illegible]

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■■■

Schedule 1: The Product and Prices

[redacted]

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Schedule 2: Description of after sales service required

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Schedule 3: Minimum sale requirements

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Schedule 4: The sales training scheme

[redacted]:

Duration of training

Brief details of the programme

Number of people;

Who will train;

Responsibility for health and safety;

[redacted];

[redacted];

Who pays cost of travel and accommodation?

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Schedule 5: After sales service

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Schedule 6: Batch Payment

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Explanatory notes:

Distribution agreement: high brand value product

Paragraph specific notes

Notes related to specific numbered paragraphs

1. Definitions

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

For “Confidential Information”, we have provided a very full menu of items. Depending on your business, ■ ■ ■ ■ ■ ■ ■ ■

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 on, let them be listed ■ ■ ■ ■ , ■ ■ ■ ■

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 of the marketing material used by the distributor. The reason for this is that in the event of any dispute as to the method of marketing ■ ■ ■

obligations at https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/

18. Payment terms

In this and the following paragraphs we have provided several [redacted] .

19. Payment on running credit account

This paragraph applies only if credit facilities have been granted to Darling. There is no need to write into your terms, your requirements for giving credit. First, you need absolute flexibility and second, it is not a contractual matter but a concession by you. The only contractual part is the charging of interest. Most customers assume that [redacted] .

The mention of “not a penalty” is necessary because a higher rate of [redacted] .

20. Payment by letter of credit

We have no further comment

21. Risk and retention of title

Many books have been written on this subject so this note will do [redacted] :

21.1. 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. [redacted] .

21.2. If your goods are far away, the chance of success in asserting [redacted] .

21.3. The only secure way to [redacted] .

21.4. Payment through an LC is universally acknowledged and [redacted] .

21.5. If you must give credit the terms we have proposed will give you the strongest protection [redacted] , [redacted] .

22. Product defective or not as ordered

Matters for your judgement. [redacted] .

23. Warranty and Service Policy

You are making promises here. As they are, they conflict to some extent with the paragraph on your disclaimers. [redacted] , [redacted] .

24. Product recall

Delete if not required.

25. Disclaimers and limitation of liability

Matters [redacted] . [redacted] .

26. Mutual indemnities

We have provided far more [redacted] .

27. Assignment

Give careful thought to this. It is not an alternative to a “Change of [redacted] ” [redacted] . [redacted] . [redacted] .

Consider the circumstances on both sides which may [redacted] . [redacted] . [redacted] .

We give you these options:

27.1. Neither party may assign the contract

Action: use first option and delete second

27.2. Both parties may assign.

Action: delete all

27.3. Both [redacted]

Action: leave as is.

27.4. You may assign but not other party.

Action: edit [redacted].

27.5. A party may [redacted].

Action: use second alternative and delete first.

28. Sale of business or change of Control

The last paragraph on “assignment” does [redacted]. [redacted], [redacted].

In practice however, the personal element may be important to you or you may [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted], [redacted], [redacted].

Of course, it also [redacted].

29. Confidential Information

Needs to [redacted]. [redacted]. [redacted].

30. Duration and termination

It is usual to terminate on notice, but if [redacted] , [redacted] , [redacted] - [redacted] , [redacted] .

31. Upon termination

This is the time when the parties may [redacted] . [redacted] , [redacted] , [redacted] .

32. Miscellaneous matters

A number of points which solicitors [redacted] ! [redacted] . [redacted] .

End of notes