

CA-MADdis06

## **Consignment and distribution agreement: distributor version**

**Dated:**      [\[date\]](#)

# Contents

1. Definitions
2. Interpretation
3. Relationship of parties
4. Entire agreement
5. Warranties by Merchant
6. Appointment of Super Network
7. Representative liaison
8. Consignment Stock management
9. Delivery to super Network
10. Transportation
11. The Price
12. Purchase procedure: deductions and invoicing
13. Terms of payment by Super Network for Products
14. Fee for Super Network services
15. Loss of ,or damage to Consignment Stock
16. Product returns
17. Product defective or not as ordered
18. Super Network right of resale to the Merchant
19. Marketing arrangements
20. Reconciliation of stock records
21. Products recall
22. Super Network's reports
23. Insurance
24. Mutual indemnities
25. Disclaimer and limitation of liability
26. Compliance and regulation
27. Confidential Information
28. Intellectual property
29. Assignment
30. Sale of business or change of Control
31. Duration and termination
32. Upon termination
33. Miscellaneous matters

Schedule 1 Products and Prices

Schedule 2 Super Network's fees

Schedule 3 Training scheme

**This agreement is dated:** [date]

**It is made between:** [Super Network Ltd]

**Of** [address] (“Super Network”).

**And** [Merchant name]

**Of** [address] (“the Merchant”)

**These are the agreed terms:**

## 1. Definitions

These definitions apply unless the context ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

[illegible]

"Consignment Stock" means all stock of Products in the possession ■ ■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

"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,

["Incoterm"]

“Customer”

“Fee”

## “Intellectual Property”

[illegible]

## “Logistics Centre”

“Price”

“Product”

## “Territory”

## 2. Interpretation

- [illegible]

agreement and any version or \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_.

### 3. Relationship of parties

- [illegible]

#### 4. Entire 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 :
- [Enter list of other docs and dates ]*

## 5. Warranties by Merchant

The Merchant now warrants to Super Network that:

- 5.1. it has or will have good title to every Product ■■■■■■■■■■■■  
■■■■■■■■■;

- [illegible]

## 6. Appointment of Super Network

- [illegible]

## 7. Representative liaison

- [illegible]

## 8. Consignment Stock management

- [illegible]



**8.4.3 The Merchant shall deliver the Consignment Stock.**

[illegible][illegible]

9.1. Products shall be shipped by the Merchant CIF ( , , ,  
 , ) .

OR

© Andrew Taylor and Net Lawman Ltd

9.4. In the event that any person or authority charges Super Network for some service or tax in connection with the Products, Super

OR

[illegible][illegible]

© Andrew Taylor and Net Lawman Ltd

## 10. Transportation

[There are many ways and alternative deals possible.

.

,

].

10.1. The following Incoterms :  
:

[illegible]

10.1.2 FCA [named ■■■■, ■■■■■■■■■■■■■■■■■■■■■] ■■■■® 2020

10.1.3 CPT [named ■■■■ , ■■■■■■■■■■■■■■■■■■■] ■■■■ ® 2020

---

10.1.4 CIP [named ■■■■, ■■■■■■■■■■■■■■] ■■■■® 2020

10.1.5 DPU [named ■■■■ , ■■■■■■■■■■■■] ■■■■® 2020

.

10.1.6 DAP [named ■■■■ , ■■■■■■■■■■■■■■■■■] ■■■■ ® 2020

.

10.1.7 DDP [named ■■■■, ■■■■■■■■■■■■■■■■■■■■■] ■■■■® 2020

.

**10.1.8 FAS [named ■■■■ , ■■■■■■■■■■■■■■] ■■■■® 2020**

10.1.9 FOB [named ■■■■ , ■■■■■■■■■■■■■■■■■■■] ■■■■ ® 2020

.

**10.1.10 CFR [named ■■■■ ,■■■■■■■■■■■■■■■■■■]■■■■® 2020**

10.1.11 CIF [named ■■■■, ■■■■■■■■■■■■■■■■] ■■■■® 2020

**10.2.** All rights, obligations,

10.3. Unless otherwise agreed in this agreement so far [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED] [REDACTED].

## 11. The Price

11.1. The Price shall be the price [REDACTED]  
[REDACTED]  
[REDACTED].

OR

11.2. The Merchant will sell the [REDACTED]  
[REDACTED] 1.

AND

11.3. Once agreed, the Price for the [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].

OR

11.4. The Merchant may increase the Prices at any time upon giving [12]  
weeks [REDACTED]. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

11.5. The Prices are exclusive of goods and [REDACTED] / [REDACTED]  
[REDACTED]  
[REDACTED].

11.6. The maximum amount of [REDACTED] [REDACTED]  
[REDACTED].

11.7. Super Network may choose the [REDACTED]  
[REDACTED].

## 12. Purchase procedure: deductions and invoicing

12.1. The Merchant shall issue an invoice [REDACTED]  
[REDACTED]  
[REDACTED].

- 12.2. Super Network will pay the Merchant within [30] ;  
.  
,  
:
- 12.2.1 any debt ;
- 12.2.2 agreed costs of any marketing ;  
;
- 12.2.3 the invoiced price of Products returned by Customers;
- 12.2.4 Products ordered by Super Network in ;
- 12.2.5 a reserve against possible future ,  
[ 10 ] .
- 12.2.6 agreed fixed costs of any future marketing programme;
- 12.3. At any time, the Parties may agree the terms of a specific promotional campaign for . ,  
.  
.

## 13. Terms of payment by Super Network for Products

- 13.1. All sums due under this agreement:
- 13.1.1 shall be made in full, without any set-  
.  
.
- 13.1.2 shall be paid by the due date, failing which the Merchant may charge  
[ 8 ]%  
;



## 14. Fees for Super Network services

14.1. Fees for all services provided ..... 2.

14.2. Fees shall be invoiced in any month for obligations incurred by Merchant [ 14 ] / .

[illegible]

## 15. Loss of, or damage to Consignment Stock

15.1. Super Network will pay the Merchant the replacement cost of any Consignment Stock \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ : \_\_\_\_\_

[illegible][illegible]

15.1.3 which is indirect, incidental, consequential, or special damages  
including, but \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.  
\_\_\_\_\_.

[illegible]

## 16. Product returns

[illegible]

```
16.1.1 for some reason ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
      ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
```

16.1.2 the Product has been discontinued by either Party;

16.1.3 the Product has been returned by a Customer;

16.1.4 this agreement has [ ] [ 100 ]  
[ ] ;

[illegible][illegible]

16.2. A Product returned for the either of the ■■■■ [ 2 / 3 ] ■■■■  
 ■■■■  
 ■■■■;

16.3. So far as any Product has been returned by a Customer of Super Network, the \_\_\_\_\_ \$ [ 20 ]. \_\_\_\_\_ “ \_\_\_\_\_ ” \_\_\_\_\_ .

[illegible]

16.5. If ever, for any reason whatever, there .....  
.....,  
......



### 17. Products defective or not as ordered

17.1.1 comply with their description on the order; and

17.1.2 are of satisfactory ■■■■■■■■■■ / ■■■■■■■■■■  
■■■■■.

17.2. If Super Network finds any defect in the quality or quantity of the Products, or a failure to comply with [REDACTED], [REDACTED] [REDACTED]. [REDACTED] [REDACTED] [REDACTED] [7] [REDACTED] [REDACTED], [REDACTED].

17.4. If the Merchant agrees concerning the defect, . . . . .  
 . . . . .  
 . . . . .

17.5.2 the defect results only from faulty design;

17.5.3 Super Network has returned the

17.6. If the Merchant repairs or replaces Products, Super Network \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_






## 21. Products recall

## 22. Super Network's reports

[illegible][illegible]



24.3. .

[illegible]

© Andrew Taylor and Net Lawman Ltd











## 32. Upon termination


[illegible][illegible][illegible][illegible][illegible]

**32.6.**

[illegible]

### 33. Miscellaneous matters

[illegible][illegible][illegible][illegible][illegible][illegible]

33.7. 

[illegible]

[illegible]

It shall be deemed to have been delivered:

$\square \dots \square : \square \dots \square$

$\square \dots \square ;$

$\square \dots \square :$

$\square \dots \square ^{72} \square \dots \square ;$

$\square \dots \square - \square \dots \square$

$\square \dots \square - \square \dots \square : \square \dots \square^{24}$

$\square \dots \square - \square \dots \square$

$\square \dots \square . [ \square \dots \square ]$

$\square \dots \square - \square \dots \square , \square \dots \square ,$

$\square \dots \square ]$ .

[illegible][illegible]

33.12.  $\dots, [ \dots ]$ .

[illegible][illegible]

**33.15.**

[illegible]

## Address

## Schedule 1: The Products and Prices

[ .....  
.....]

## **Schedule 2: Super Network's Fees**



## **Schedule 3: The sales training scheme**

## Explanatory notes:

## Consignment and distribution agreement: distributor version

## General notes

## This agreement

[illegible]

Terms may overlap to give you the option of ■■■■■■.

This agreement is drawn in general terms without specific reference to any industry. Net Lawman advises that you should give careful thought to ■■■■■■ - ■■■■■■■■■■■■.

### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 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, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

Changing terms for more suitable words: your business is unique. We may  
not have been able to provide you with defined terms which are precisely  
suitable to your requirement. By all means use the search/replace function in  
your word .....  
..... :

---

---

We use	You decide to change to
Super Network	Your name or abbreviated name
Service	Name of your service



[illegible][illegible]

There is an infinite number of possible arrangements. We have provided a very full procedure with many options, so that you can easily reduce or edit to your precise requirement.

Select one. Delete the rest. 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 Canada, of course delivery arrangements will be far more simple. If you use an Incoterm, make sure you delete all the alternative Incoterms and check your obligations at <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>

The merchant's ability to change prices and specification are likely to be one of the areas of greatest concern to you.

This and the following paragraph are best treated as alternatives. This strongly protects the distributor. The next favours the

See note on last paragraph.

#### 14. Fees for Super Network services

The distributor will provide services, either regularly or . . . . .  
 . . . . .

**15. Loss of, or damage to Consignment Stock**

**Simple and reasonable provisions.** ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

## 16. Product returns

A set of very strong ■■■■■■■■■■■■■■■■■■■■■■.

**17. Products defective or not as ordered**

A comprehensive and reasonable ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

## 18. Super Network right of resale to the Merchant

You will agree that this is a very powerful provision to protect the distributor. As drawn, it means that if the \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

[illegible]

## 19. Marketing arrangements

[illegible]

## 20. Reconciliation of stock records

[illegible]

## 21. Products recall

Use, edit or delete.

## 22. Super Network's reports

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 Super Network and secondly as to current and future market conditions. It is particularly important that the merchant has access to all ■ ■ ■





## End of notes