Distribution agreement: high brand value product

Dated: [date]

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It is made between: Pierre Francois Limited, a company incorporated in Canada [under incorporation **= = =** "); and House of Darling Pty, a company incorporated in Australia whose main place of business = = = = = = [= = = = =], (" = = = "). 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 ■ ■ information about staff, their performance and data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■ ■ ■ , ■ ■ information about the Intellectual Property, the Know-how and all -----; information created or arising from this agreement; information owned by a third party and in respect of which a party - - - - - - - - - - - - - - - - -. . . -

This agreement is dated: [date]

information, comment or implication published on

	data or information relating to processes, formulae, procedures, designs, drawings, apparatus,
	information about the Intellectual Property and ■
	It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course • • • • • •
"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,
"Customer"	means a customer of Darling who ■ ■ ■ ■ ■ ■ ■ ■ ■
["Incoterm"	means latest version of pre-defined commercial rules of international trade published by •••••••••••••••••••••••••••••••••••
"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
	and includes: patents, trade marks, unregistered marks,

designs, copyrights, Know-how, creations and inventions, **-----**......; concepts, ideas, drawings, ■ ■ ■ , ■ ■ ■ ; data, processes, methods, ■ ■ ■ , ■ ■ ■ ; scientific and technical information, preclinical, and **----**; [made or produced [by [name]] in $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$]. "Know-how" means scientific or technical information, and other procedures and ways of working and "Product" means the range of [perfumery and toiletries] named [the Product] and any other product ■ ■ ■ "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 ----------. "Territory" **■**]. "Price" / "Prices" means the prices at which PierreF sells the 1 .

2. Interpretation

In this agreement unless the context otherwise requires:

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 " \blacksquare
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 \blacksquare

2.13.	All money sums mentioned in this agreement are calculated net of goods and services tax/harmonized sales ••••, •••••••••••••••••••••••••••••••
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
Rela	ntionship 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
	[Enter list of other docs and dates • • • • • • • • • • •]

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
5.2.	Darling acknowledges that PierreF owns all right, title and interest in and to the Product and that Darling has no right .
5.3.	Subject to the terms of this agreement, PierreF grants to Darling an exclusive licence to sell the Product within the Territory,
OR	
5.4.	Subject to the terms of this agreement, PierreF grants to Darling an exclusive licence to sell the
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 [• • • • • • •] • • • • • • • • • • •
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
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 •••••••••••••••••••••••••••••••••••
5.8.	Darling must not sub-license the Product Rights [

5.9.	Darling may not allow any other person to use the Product except as	sa
5.10.	The Licence may not be assigned nor transferred,	•
	5.10.1 that PierreF approves the assignee (and PierreF may ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■);	
	5.10.2 that the assignee enters into an agreement directly with PierreF in similar terms to this agreement, but changed to match any other	•
	5.10.3 the sub-licence is non-assignable.	
5.11.	So far as any goodwill is generated by Darling's use of the Product it	t =
5.12.	Expiry of any patent, trademark or third party licence in one jurisdicti shall not be assumed to affect	on •
The	Price	
6.1.	The Price of the Product shall be the price stipulated in PierreF's published price list current ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	. ■
6.1. OR	The Price of the Product shall be the price stipulated in PierreF's	•
	The Price of the Product shall be the price stipulated in PierreF's	•
OR	The Price of the Product shall be the price stipulated in PierreF's published price list current ••••••••••••••••••••••••••••••••••••	••
<i>OR</i> 6.2.	The Price of the Product shall be the price stipulated in PierreF's published price list current ••••••••••••••••••••••••••••••••••••	•
<i>OR</i> 6.2. AND	The Price of the Product shall be the price stipulated in PierreF's published price list current PierreF will sell the Product to Darling at the Prices 1. Once agreed, the Price for the Product shall remain fixed for [xx months]	•

6.5.	The Prices are exclusive of goods and services tax/harmonized sales tax or any other	
6.6.		aximum amount of
Adn	ninistı	rative obligations of Darling
Darlin	ng agree	s that it will at all times:
7.1.	mainta	in 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
		•••••
	7.1.4	if different, \blacksquare
7.2.	mainta	in systems and procedures whereby any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	= = = :	
7.3.		ly advertising and
7.4.		with all relevant governmental = = = = = = = = = = = = = = = = = = =
	;	
7.5.		no representations or warranties
		1 ;
7.6.	mainta	in a stock • • • • • • • • • • • [• • • •] • • • •

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 • • • • • • • • • • • • • • • • • • •
	8.1.3	comply with all legal requirements
		•••••
8.2.	_	is solely responsible for compliance with all
8.3.	the ■ ■	is solely responsible for payment of all costs associated with
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
8.4.	Darling	will:
	8.4.1	procure that its marketing team attend the offices of PierreF from time to time
	8.4.2	spend not less than \$ [0000] = = = = = = = = = = = = = = = =
	8.4.3	provide an after sales service • • • • • • • • • • • • • • • • • • •
8.5.	Darling ■ ■ ■ ■	agrees that ••••••••••••••••••••••••••••••••••
	8.5.1	sell any other • • • • • • • • • • • • • • • • • • •
	8.5.2	be involved in any way in

	8.5.3	sell the Product outside the Territory or
	8.5.4	supply the Product to •••••;
	8.5.5	appoint any other person as a •••••••••••••••••••••••••••••••••
		arling shall not be liable • • • • • • • • • • • • • • • • • • •
Pie	rreF's	approval of Darling's marketing plan
9.1.	Produc	er to preserve the brand value, goodwill and reputation of the ct, Darling shall consult with
9.2.	The co	onsultation shall include the provision by Darling
9.3.	[Subje	ct to this agreement, Darling is
B.61	•	
		sale requirements
Pierre	eF shall = = = = = = = =	be entitled to terminate this agreement if in
Year		Total value
20xx 20xx		

20xx OR Minimum sale requirements for -----Darling's liaison and reports Darling will provide to PierreF: 11.1. monthly, a report in **= = = = = = = = = = = = = = = = = =** 11.2. six monthly, an updated 11.3. whenever a change **•••••••**, **•••••••••••** ---------: 11.4. six monthly, a copy of all ------11.5. as often as may be appropriate, details of any Protection of Intellectual Property Darling agrees that it will: 12.1. not claim nor register any intellectual property $\blacksquare \blacksquare \blacksquare$ 12.2. not within [three] years, create, write, make \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare 12.3. not use in its own business,

------------:

12.4.	-	resent that Darling is the owner
		•••••
12.5.		best endeavours to notify all persons
12.6.		ove any identification or reference
12.7.	•	lish any = = = = = = = = = = = = = = = = , = = = = = .
	12.7.1	denigrate PierreF or •••••, ••••, ••••, ••••
	12.7.2	reduce the value
Obli	gatior	ns of PierreF
13.1.	PierreF	warrants that:
	13.1.1	he has the unrestricted authority
		- ;
	13.1.2	he has all the intellectual \blacksquare
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 ••••, •••••, •••••, •••••••••••••••••
	13.2.3	name Darling and its subsidiaries • • • • • • • • • • • • • • • • • • •

		13.2.4 provide to Darling a • • • • • • • • • • • • • • • • • •
		13.2.5 maintain warranty and post-warranty
14.	Con	npliance and regulation
	14.1.	PierreF agrees to assist and cooperate
	14.2.	For all purposes in connection with regulatory approval and display to potential Customers, PierreF will sell • • • • • • • • • • • • • • • • • •
	14.3.	Darling shall obtain [at its own expense],
	14.4.	Each party
15.	Ord	ers and acceptance
	15.1.	PierreF reserves the right to reject any order or to cancel any order ,,,,,,, .
	15.2.	If it rejects an order, or • • • • • • • • • • • • • • • • • •
	15.3.	Nothing said or done by PierreF is an acceptance of an order • • • • • • • • • • • • • • • • • • •

	OR	
	15.4.	Nothing said or done by PierreF is • • • • • • • • • • • • • • • • • •
16.	Deli	very
	16.1.	Prices are "ex works"
	16.2.	If Darling asks PierreF to arrange transport and insurance and PierreF does so,
		[/]
	16.3.	PierreF will use its best endeavours to supply
	16.4.	PierreF may from time to time change any specification ■ ■ ■ ■ ■ ■
	16.5.	Each order
	16.6.	Upon receipt of each order from Darling PierreF will inform Darling of the
17.	Trar	nsportation
	[There	e are many ways and alternative deals possible. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

17.1. The following Incoterms

J.

	17.1.1	EXW [named • • • • , • • • • • • • • • •] • • • •
	17.1.2	FCA [named • • • • , • • • • • • • • • • •] • • • •
	17.1.3	CPT [named • • • • , • • • • • • • • • •] • • • •
	17.1.4	CIP [named • • • • , • • • • • • • • •] • • • • ® 2020 .
	17.1.5	DPU [named = = = , = = = = = =] = = = ® 2020
	17.1.6	DAP [named = = = , = = = = = = = =] = = = ® 2020 .
	17.1.7	DDP [named = = = , = = = = = = =] = = = ® 2020 .
	17.1.8	FAS [named • • • • , • • • • • • • • •] • • • • ® 2020 .
	17.1.9	FOB [named = = = , = = = = = = =] = = = ® 2020 .
	17.1.10	CFR [named = = = , = = = = = = = =] = = = ® 2020
	17.1.11	CIF [named • • • • , • • • • • • • • • • •] • • • •
17.2.	All right	s, obligations, ••••••••••••••••••••••••••••••••••••
17.3.		otherwise agreed in this agreement so far

Option 1

18. Payment terms

	••••	
OR		
18.2.		shall pay for • • • • • • • • • • • • • • • • • • •
18.3.	If Darlin ■] ■ ■	ng fails to pay for any •••••• ••• •••• • ••• • • • • • • • •
	18.3.1	suspend all further • • • • • • • • • • • • • • • • • • •
	18.3.2	sell any the
OR		
18.4.	Payme	nt of the Price = = = = = = = = = = = = = = = = = = =
18.5.	All sum	s due under this agreement:
	18.5.1	shall be made in full, without any set-
	18.5.2	shall be paid by the due date, failing which PierreF may charge Darling
	18.5.3	Payments will be made by Darling in Canadian dollars by
	18.5.4	shall be paid in • • • • • • • • • • • • • • • • • •
OR		
	18 5 5	[specify method of payment and due date]

	18.6.	On request, PierreF will supply • • • • • • • • • • • • • • • • • • •
	18.7.	If any applicable law requires any tax or charge to be deducted before payment,
	18.8.	Any sum due under this agreement not expressed in Canadian dollar shall is • • • • • • • • • • • • • • • • • •
		■■.
	18.9.	Banking charges by the receiving bank on payments to PierreF • • • • • • • • • • • • • • • • • • •
	18.10.	The parties shall collaborate • • • • • • • • • • • • • • • • • • •
	18.11.	Where credit has been agreed in writing between • • • • • • • • • • • • • • • • • •
	18.12.	No right of set off shall arise.
Optio	n 2	
19.	Payr	ment on running credit account
	19.1.	Payment is due to reach PierreF's • • • • • • • • • • • • • • • • • • •
	19.2.	On request, PierreF will supply
	19.3.	PierreF's accounting system will automatically charge interest

Option 3

20. Payment by letter of credit

20.1.	Payment for • • • • • • • • • • • • • • • • • • •
20.2.	Darling shall within [7] days of • • • • • • • • • • • • • • • • • •
20.3.	Each letter of credit must be confirmed, transferable, irrevocable, without recourse,
	■ ■ ■ ■].
20.4.	The letter of credit shall be payable [30]
20.5.	Each letter of credit shall remain open for at \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
20.6.	The terms of the letter of credit may be specified
20.7.	Where there is an error on the letter or credit, or for whatever reason PierreF's • • • • • • • • • • • • • • • • • • •

21. Risk and retention of title

21.1.	Ownership of the Product shall not pass to Darling until it has \blacksquare \blacksquare \blacksquare
OR	
21.2.	In spite of delivery having • • • • • • • • • • • • • • • • • • •
	21.2.1 Darling has paid the Price in full; and
	21.2.2 no other sums • • • • • • • • • • • • • • • • • • •
21.3.	Until property in the Product passes
21.4.	Darling must store the Product (at no cost to PierreF)
21.5.	Despite any of the Product being owned by PierreF,
	•••.
21.6.	Any sale or dealing shall be a sale or use ,
21.7.	Until property in the Product passes from PierreF the entire proceeds of sale of the
21.8.	PierreF is entitled to recover the
	•.
21.9.	If PierreF asks Darling

	21.10	If, when asked, Darling
	21.11	
	21.12	
	21.13	
	21.14	
22.	Proc	duct defective or not as ordered
		adot delective of flot as ofdered
		22.1.1 complies with its description on the order; and 22.1.2
	22.1.	22.1.1 complies with its description on the order; and 22.1.2
	22.1.	22.1.1 complies with its description on the order; and 22.1.2 /

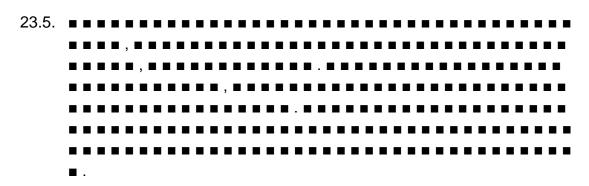
22.4.		
		,
22.5.		,,
22.6.		
	••••	••••••
	22.6.1	••••••••••••••••••••••••••••••••••••••
	22.6.2	the defect results only from faulty design;
	22.6.3	
		•]••••••••
22.7.		,
		•••••
	••••	
22.8.		,
		•••••

23. Warranty and Service Policy

PierreF now warrants to Darling that:

23.1.																			-							-		= 1	- 1	•
23.2.																			_		_	_	_			_	_			
23.2.	•		•	•	•	•	-	•	•		•	•		•	-	•			-	•				•	•		-	- 1	•	
																													•	
23.3.	-																													
	-		-	•		[•	 • •					•]	-				= !	• •						-	-		•			

23.4.		 	 	 	 	 	••	
	 	 	 	 ■ ■ ,	 	 		



24. Product recall





- 24.3.
- 24.4.

25. Disclaimers and limitation of liability

25.1.	••••														
25.2.								■,■						1	
25.3.							:								
	25.3.1	•••	= ;												
	25.3.2														
	25.3.3														
25.4.										••				••	
	25.4.1			•			·								
	25.4.2	■,■		•••									• • •		
25.5.			- (•••		•••	■ ■ •) ■			• • •				
	,-	■■■,		■,■।		, ■ ■			1	• • •	•	-		• • •	
25.6.	, • • • • • • • • • • • • • • • • • • •	000].						::							\$
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25.7.	 		 		 	-	••	 	ı =
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26. Mutual Indemnities

26.1.														
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	••••				• • •	■ ■ ,		= :						
	26.1.1		•••		•				• • •	•		••		••
	26.1.2							•••	••		• • •	• • •		
	26.1.3													
	26.1.4	•••												
26.2.														
20.2.														
	••••		,											
	••••	•												
26.3.	••••													
	••••		·											
	26.3.1			,	, – – -									••
	26.3.2								••				-	
							■ ■ ;							

27. Assignment

27.1.

••••••

27.2.

28. Sale of business or change of Control

28.1.

28.2.

28.3.

28.4. Darling agrees that this provision is fair.

29. Confidential Information

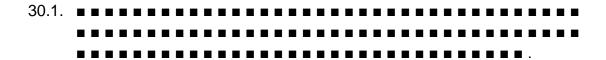
29.1.

	29.1.1	J
	;	
	29.1.2	
	■ ;	_
	29.1.3	
		-
	29.1.4	
	29.1.5	
		ı
	,	
	29.1.6	
29.2.	This paragraph does not apply to disclosure:	
	29.2.1	
	;	
	29.2.2	
		_
	;	_
	29.2.3	_
	29.2.3	
	■■■■■■;	

	29.2.4		: : ;			•	 		• •	•	•••		• •	•	-	•	• •		-	-	-
	29.2.5		 :																		
	29.2.6	••	ĺ																•	•	
	29.2.7	::	• • •	•			 . .	•	••	•	••	ı ■ ■ ,				= 1	-	•	•	•	-
	29.2.8	••	• , • • • •				 ••							•	•	.	•	ı =	•		
	29.2.9	••	•••			-	 -			•		•				-	-		•	•	-
						•	 •														
29.3.								•	••	•				•					•	= 1	
29.4.					-	•	 	•						•		• •				- 1	-
29.5.																					
29.6.	••••				-	•	 	•								- 1				.	
29.7.						•															
·			• • •			•••	 	•	• •	•	 	.	- I	••	•	•	•		-	-	

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29.8.			-									- 1							
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30. Duration and termination



30.2. This agreement shall continue until terminated:

30.2.1 on [date];

OR

AND

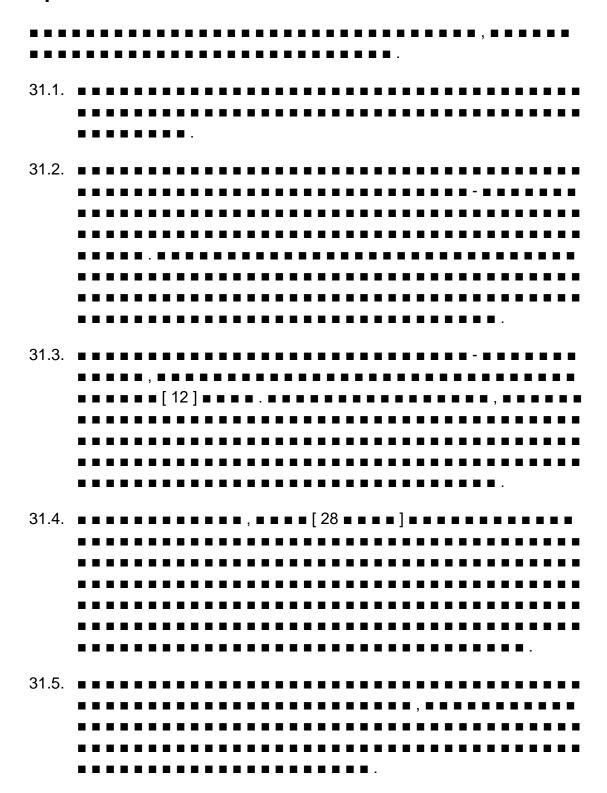
30.2.3

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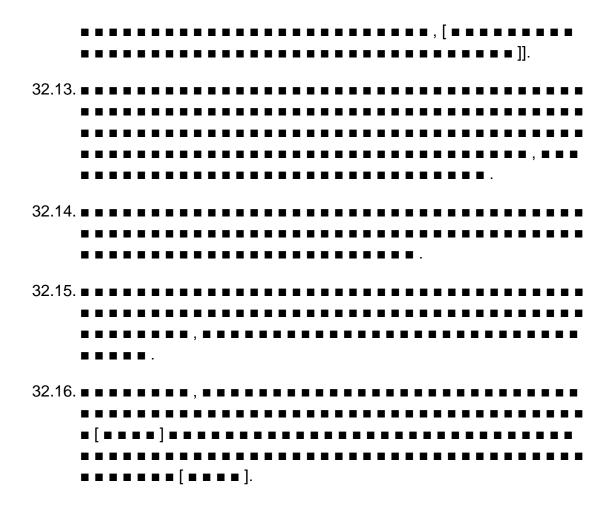
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31. Upon termination



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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:

N	a	m	Θ.
ıv	а		.

Address

Schedule 1: The Product 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;		
;		
,		

Who pays cost of travel and accommodation?

Schedule 5: After sales service

Schedule 6: Batch Payment

Explanatory notes:

Distribution agreement: high brand value product

General notes

This agreement has been drawn primarily for the manufacturer or merchant who wants to We have drawn this agreement very widely. It covers many types of business. You will see that there are a very large number of variables. You can therefore choose whether you wish to settle your agreement in terms of Terms may overlap to give you the option of which to choose. We have assumed it may be far away and that you may not be able to control its day to day activities. It follows that if your distributor is "friendly" it will certainly wish to see many of these points deleted. This agreement is drawn in general terms without specific reference to any industry. Net Lawman advises that you should give careful thought to Terms may overlap to give you the option of which to choose. We have assumed it may be far away and that you may not be able to control its day to day activities. It follows that if your distributor is "friendly" it will certainly wish to see many of these points deleted.

Paragraph specific notes:

Definitions

1.

Notes numbering refers to paragraph numbers.

F	Please	read the	general	notes s	ent aloi	na with			

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

As to "Know-how", there is no copyright in know-how. If you cannot write it down nor patent it, you have no protection for "the way you do things" ■ ■ ■

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 processor to change them. But if you do
You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
Interpretation
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.
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 ••••••, ••••••••••••••••••••••••••••
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 on, let them be listed
This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. For example, most directors will be employees. It is important
Appointment of Darling and licence to use Intellectual Property
A menu of alternative licence arrangements and protection of your IP rights. Edit
The Price
The merchant's ability to change prices and specification are likely to be one of the areas of greatest concern to the distributor. You should find a formula which will be valid for at least some years ahead. Alternatively the distributor

2.

3.

4.

5.

6.

7.	Administrative obligations of Darling
	A menu of possibilities. Add and delete
8.	Darling'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.
9.	PierreF's approval of Darling's marketing plan
	We have no comment.
10.	Minimum sale requirements
	Most distribution agreements provide for minimum sales. This can be expressed in different
4.4	
11.	Darling's liaison and 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 the distributor and secondly as to current and future market conditions. It is particularly important that the merchant has access to all
	We have provided a menu of possibilities.
12.	Protection of Intellectual Property
	Further strong safeguards. The last sub-paragraph is intended
	a .
13.	Obligations of PierreF
	These obligations are intentionally vague. Add and delete as you ■ ■ ■ . ■ ■

14.	Compliance and regulation
	This provision is usually most important when selling abroad. We have no ■ ■
	••••••
15.	Orders and acceptance
	It is vital that you are able to refuse an order. If some provision is not made here, the position
16.	Delivery
	There is an infinite number of possible arrangements.
17.	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 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/
18.	Payment terms
	In this and the following paragraphs we have provided several \blacksquare
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

.......,.........

	The n	nention of "not a penalty" is necessary because a higher rate of					
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 ■ ■ ■ ■ ■ ■ ■ :						
	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.					
	21.2.	If your goods are far away, the chance of success in asserting					
	21.3.	The only secure way to					
	21.4.	Payment through an LC is universally acknowledged and ■ ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ . ■ ■ .					
	21.5.	If you must give credit the terms we have proposed will give you the strongest protection					
22.	Prodi	uct defective or not as ordered					
	Matte	rs for your judgement. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .					
23.		anty and Service Policy					
	You a	are making promises here. As they are,					
24.	Produ	uct recall					

Delete if not required.

25.	Disclaimers and limitation of liability
	Matters • • • • • • • • • • • • • • • • • • •
26.	Mutual indemnities
	We have provided far more
27.	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:
	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
	27.3. Dom = ■
	Action: leave as is.
	27.4. You may assign but not other party.
	Action: edit = = = = = = = = = = = = = = = = = = =
	27.5. A party may ••••••••••••••••••••••••••••••••••

Action: use second alternative and delete first.

28. 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
29.	Confidential Information
	Needs to • • • • • • • • • • • • • • • • • •
30.	Duration and termination
	It is usual to terminate on notice, but if
31.	Upon termination
	This is the time when the parties may
20	
32.	Miscellaneous matters
	A number of points which solicitors • • • • • • • • • • • • • • • • • • •

End of notes