IE-MADdis06

Consignment and distribution agreement: distributor version

Dated: [date]

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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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

"Confidential Information" means all information about a party to this agreement, including any information which may give a commercially competitive advantage ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ :

information about employees, their performance and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ;

information about the Intellectual Property, know-how and all aspects ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
"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, ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2. Interpretation

In this agreement unless the context otherwise requires:

2.1 A reference to a person includes a human individual, a corporate entity and any organisation ■ ■ ■

2.12 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 ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

5.2 it has the unrestricted authority to grant the rights and licenses ■ ■ ■

[redacted].

7.2 Super Network will provide a document setting out detailed practical requirements as required from time to time. The Merchant agrees to [redacted].

7.3 The representative of a party at a design review meeting shall be a person with authority to bind that party in law to any decision he makes. At any meeting, [redacted].

8. Consignment Stock management

8.1 Super Network shall store and manage [redacted].

8.2 Super Network and the Merchant shall mutually agree on which Products will be consigned to Super Network. [redacted] 1 .

8.3 An appropriate level of Consignment Stock is for between [four and six] weeks' anticipated sales plus any expectation of unusually [redacted].

8.4 It is the responsibility of the Merchant to maintain an appropriate level of Consignment Stock at [redacted], [redacted]:

8.4.1 The Merchant shall calculate from Super Network records supplied, the likely sell rate of each Product and shall tell the warehouse manager at each Logistics [redacted].

8.4.2 The warehouse manager shall send to the Merchant a formal order for so much of the Product listed as he thinks appropriate, [redacted].

8.4.3 The Merchant shall deliver the Consignment Stock.

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8.5 [Based on orders taken,] Super Network shall purchase whatever quantity of Product it requires [from time to time / each month] by sending a purchase order to the Merchant. No document and no action by either party shall create a ■■■

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

9.5 Product will not be accepted by Super Network unless each package or unit designed for point-of-sale is marked with the Product name, Country of origin, Merchant's name and address for support, and a machine-readable bar code to be [redacted] ([redacted]) [redacted]. [redacted].

OR

9.6 Product will not be accepted by Super Network unless each package or unit designed for point-of-sale is marked [redacted].

9.7 So far as any failure by Merchant to supply the required information is made good by Super Network, then Super Network may charge Merchant [redacted], [redacted].

9.8 If Super Network accepts an order for a Product for which there is no Consignment Stock with Super Network, then the Merchant shall [redacted].

9.9 The Merchant will pack with every Product, [redacted].

9.10 The Merchant will maintain warranty and post- [redacted], [redacted].

10. Transportation

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

10.1 The following Incoterms [redacted]:

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10.1.1 EXW [named ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ ® 2020 .

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, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

11.3 Once agreed, the Price for the ■■■

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 ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted] [redacted] [redacted] .

13.4 Any sum due under this agreement not expressed in euro shall be [redacted] [redacted] [redacted] .

13.5 Banking charges by the receiving bank on payments to the Merchant [redacted] . [redacted] .

13.6 The parties shall collaborate [redacted] .

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

13.8 No right of set off shall arise.

14. Fees for Super Network services

14.1 Fees for all services provided [redacted] 2 .

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

14.3 The Price to be paid by Super [redacted] .

15. Loss of, or damage to Consignment Stock

15.1 Super Network will pay the Merchant the replacement cost of any Consignment Stock [redacted] , [redacted] . [redacted] :

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15.1.1 that occurred before ■ ■ ■

16.3 So far as any Product has been returned by a Customer of Super Network, the [redacted] € [20]. [redacted] " [redacted] " [redacted] .

16.4 Upon its receipt of any Product return permitted under this paragraph, [redacted] .

16.5 If ever, for any reason whatever, there [redacted] , [redacted] .

17. Products defective or not as ordered

17.1 Immediately upon taking delivery of any [redacted] , [redacted] :

17.1.1 comply with their description on the order; and

17.1.2 are of satisfactory [redacted] / [redacted] .

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

17.3 If Super Network claims that any Product [redacted] , [redacted] .

17.4 If the Merchant agrees concerning the defect, [redacted] .

17.5 The Merchant will repair [redacted] :

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17.5.1 the defect is reported ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [12] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

17.5.2 the defect results only from faulty design;

17.5.3 Super Network has returned the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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

19.4 The Merchant agrees that from time to time it will be necessary for [redacted].

19.5 Super Network agrees [redacted]:

19.5.1 sell any other [redacted];

19.5.2 be involved in any way in [redacted];

19.5.3 sell the Products outside the Territory or [redacted].

19.6 Super Network is solely responsible for compliance with [redacted], [redacted].

19.7 Super Network will make sure that its marketing team attends the offices of the Merchant from [redacted] [[redacted] 3];

20. Reconciliation of stock records

20.1 Both the Merchant [redacted]:

20.1.1 shipped to a Logistics Centre;

20.1.2 recorded as received at a Logistics Centre;

20.1.3 sold out of the Logistics Centre;

20.1.4 paid for by Super Network;

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20.1.5 returned by a Customer;

20.1.6 returned by Super Network to the Merchant.

20.2 By an agreed, but fixed [redacted], [redacted].

20.3 Not more than [once] in each [redacted], [redacted], [redacted].

21. Products recall

21.1 Each of the parties has the right to recall products or contact buyers with a warning message [redacted]. [redacted], [redacted], [redacted].

21.2 As far as possible a party suggesting a recall shall [redacted]. [redacted], [redacted], [redacted].

21.3 The cost of the recall, including sales refunds [redacted], [redacted], [redacted].

21.4 Super Network shall send to the Merchant copies, in the language in which they were generated, of all reports, data and correspondence with [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted].

22. Super Network's reports

Super Network will [redacted]:

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22.1 every [■ ■ ■ ■] ■ ■ ■ ■ : ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

22.2 every [number] months: ■ [■ ■ ■ ■] ■ ■ ■ ■ ;

22.3 every [number] ■ ■ ■ ■ : ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

24.1.1 any act, neglect or [redacted] ;

24.1.2 Super Network's breach [redacted] ;

24.1.3 Super Network's failure to [redacted] ;

24.1.4 any successful claim by any third party [redacted] .

24.2 The Merchant agrees to indemnify Super [redacted] :

24.2.1 any act, neglect or [redacted] ;

24.2.2 the alleged or proved [redacted] ;

24.2.3 arising out of or resulting in [redacted] ;

24.2.4 any other alleged [redacted] ;

24.2.5 any claim that a Product [redacted] .

24.3 The Merchant shall have no [redacted] .

24.4 This paragraph (and any other paragraph which excludes or restricts the liability of [redacted]) [redacted] .

25. Disclaimers and limitation of liability

25.1 The law differs from one [redacted] .

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25.2 Conditions, warranties or other terms implied by [redacted] .

25.3 The Merchant is not [redacted] :

25.3.1 the Product [redacted] ;

25.3.2 the Product that has been [redacted] ;

25.3.3 the model or serial number [redacted] , [redacted] , [redacted] .

25.4 The Merchant shall not [redacted] :

25.4.1 indirect or consequential loss; or

25.4.2 economic loss or other loss of turnover, profits, [redacted] .

25.5 This paragraph (and any other paragraph which excludes or restricts the [redacted]) [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

25.6 Except in the case of death or personal injury, the total liability of the Merchant under [redacted] , [redacted] , [redacted] € [10 , 000]. [redacted] , [redacted] .

25.7 Nothing in this agreement shall be construed [redacted] .

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26. Compliance and regulation

26.1 The Merchant agrees to assist and cooperate [redacted].

26.2 Super Network shall obtain [at its own expense], [redacted], [redacted].

26.3 Each party [redacted].

27. Confidential Information

27.1 In respect of the Confidential [redacted], [redacted]:

27.1.1 keep all records of [redacted];

27.1.2 use its best endeavours [redacted];

27.1.3 not store, copy, or use the Confidential [redacted] [[redacted] . . . .];

27.1.4 not use or disclose Confidential Information except to such [redacted], [redacted];

28. Intellectual Property

The Merchant now authorises Super Network to use certain [redacted], [redacted]. [redacted]:

28.1 use the Intellectual [redacted];

28.2 interfere with [redacted];

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28.3 change or remove any [redacted];

28.4 use any of the Intellectual [redacted];

28.5 use any trade mark of its own [redacted];

28.6 [redacted].

29. Data Protection Act 2018 Compliance

29.1 [redacted], [redacted] 2018 . [redacted] [4], [redacted].

29.2 [redacted].

30. Assignment

30.1 [redacted], [redacted], [redacted] - [redacted], [redacted], [redacted], [redacted]:

OR

30.2 [redacted], [redacted].

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30.3 [redacted].

31. Sale of business or change of Control

31.1 [redacted].

31.2 [redacted], [redacted].

31.3 [redacted], [redacted].

31.4 The Merchant agrees that this provision is fair.

32. Duration and termination

This agreement shall continue until terminated:

32.1 on [date];

OR

32.2 [redacted] [3 [redacted]] [redacted];

AND

32.3 [redacted] [28 [redacted]] [redacted] [28 [redacted]] [redacted]; [redacted]

32.4 [redacted]

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[redacted] 30 [redacted]; [redacted]

32.5 [redacted], [redacted], [redacted] ([redacted]).

33. Upon termination

[redacted].

33.1 [redacted]-[redacted], [redacted] [12] [redacted]. [redacted], [redacted].

33.2 [redacted], [redacted] [28 [redacted]] [redacted].

33.3 [redacted], [redacted].

33.4 [redacted].

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33.5 [redacted].

33.6 [redacted].

33.7 [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

34. Miscellaneous matters

34.1 [redacted], [redacted].

34.2 [redacted].

34.3 [redacted], [redacted], [redacted].

34.4 [redacted], [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

34.5 [redacted].

34.6 [redacted].

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34.7 [redacted], [redacted].

34.8 [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]:[redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]].

34.9 [redacted], [redacted].

34.10 [redacted], [redacted], [redacted].

34.11 [redacted], [[redacted]].

34.12 [redacted], [redacted].

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34.13 [redacted].

34.14 [redacted], [redacted].

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]

Witness to signature: [Signature]

Name: [Name]

Address: [Address]

For, and on behalf of [name]

Witness to signature: [Signature]

Name: [Name]

Address: [Address]

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Schedule 1: The Products and Prices

*[■■■

Schedule 2: Super Network's Fees

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Schedule 3: The sales training scheme

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Schedule 4: Data Protection Act 2018 Compliance

1. Definitions

[redacted], [redacted]:

"Act"	means the Data Protection Act 2018.
"Associate"	[redacted], [redacted], [redacted].
"Directive"	[redacted] ([redacted]) 2016 / 680 [redacted] 27 [redacted] 2016 [redacted], [redacted], [redacted], [redacted], [redacted] 2008 / 977 / [redacted].
"DPC"	means the Data Protection Commissions.
"the Data Protection Regulations"	[redacted] ([redacted]) 2016 / 679 [redacted] 27 [redacted] 2016 [redacted] 95 / 46 / [redacted] ([redacted]).
"the Law"	means all or any of: (a) the Data Protection Regulations, (b) the Act,

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(c) the Data Protection Act 1988,

(d) the Data Protection Act 2003,

(e) regulations made under the Act,

(f) Directive.

"■■■■■■■■", "■■■■■■■■", "■■■■-■■■■", "■■■■■■■■", "■■■■■■■■", "■■■■", "■■■■" ■■■■" ■■■■" ■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■

3.2. [redacted];

3.3. [redacted]-[redacted]-[redacted], [redacted];

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

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

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

3.7. [redacted], [redacted]([redacted])[redacted]:

3.7.1 [redacted], [redacted]; [redacted]

3.7.2 [redacted]; [redacted]

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3.7.3 [redacted]

3.7.4 [redacted]

3.7.5 [redacted]

3.8. [redacted]

3.8.1 the pseudonymisation and encryption of personal data;

3.8.2 [redacted]

3.8.3 [redacted]

3.9. [redacted]

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3.9.1 [redacted] ([redacted]) [redacted] - [redacted] ;

3.9.2 [redacted] , [redacted] ;

3.9.3 [redacted] , [redacted] ([redacted] . [redacted] . [redacted] - [redacted]) [redacted] , [redacted] ; [redacted]

3.9.4 [redacted] 32 (1) [redacted] ;

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

3.11. [redacted] ([redacted] 24 [redacted]) [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] - [redacted] ;

3.12. provide reasonable assistance to each other in:

3.12.1 [redacted] ;

3.12.2 [redacted] , [redacted] ;

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3.12.3 [redacted], [redacted], [redacted], [redacted];

3.12.4 [redacted], [redacted];

3.12.5 [redacted]; [redacted]

3.13. [redacted] ([redacted]) [redacted].

4. Post termination

4.1. [redacted]:

4.1.1 [redacted];

4.1.2 [redacted];

4.1.3 [redacted], [redacted]-[redacted];

4.1.4 [redacted] 14 [redacted].

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

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5. Warranty and acceptance of liability

5.1. [redacted], [redacted], [redacted] [redacted].

5.2. [redacted], [redacted] - [redacted], [redacted] [redacted]/[redacted] [redacted].

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Appendix 1 to Schedule 4

Data Processing Activities

What either party may process in each category

1. [redacted]

1.1. Name

1.2. Address

1.3. Email address

1.4. Telephone number

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

1.6. [redacted], [redacted]

1.7. [[redacted]]

2. Processing the data of these data subjects

[redacted].

3. [redacted]

3.1. [redacted].

3.2. [redacted].

4. Retention period

4.1. [redacted], [redacted], [redacted], [redacted]:

4.1.1. for accounting and taxation purposes;

4.1.2. [redacted];

4.1.3. [redacted];

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4.2. [redacted]

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Explanatory notes:

Consignment and distribution agreement: distributor version

General notes

This agreement

We have drawn this agreement widely. It covers many types of business. It has been drawn to be tough on the merchant. You will see that there are a very large number of variables. You can therefore choose whether you wish to settle your agreement in ■ ■ ■

But if you do change the defined word, **make sure it applies to every use ■ .**

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■ .

2. 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. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

You could use this paragraph usefully to add your own list of duties [redacted].

8. Consignment Stock management

We have provided both a specific procedure. Edit as you require. The responsibility for stock management has been passed to [redacted], [redacted], [redacted].

9. Delivery to Super Network

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. [redacted].

10. Transportation

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 Ireland, 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 https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/

11. The Price

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

12. Purchase procedure: deductions and invoicing

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

13. Terms of payment by Super Network for Products

See note on last paragraph.

14. Fees for Super Network services

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

[redacted].

We have provided a menu of possibilities. [redacted].

23. Insurance

The purpose of this provision is to protect you in the event that the merchant becomes insolvent and leaves [redacted]. [redacted], [redacted].

24. Mutual indemnities

We have provided rather far more protection for the distributor than for the merchant. [redacted].

25. Disclaimers and limitation of liability

This paragraph should be read with the previous one on indemnities. It is drawn largely to protect the merchant from a claim arising from a customer of the distributor. The customer may claim against the distributor, in contract, for negligence, or for breach of statutory duty. He may also claim against the merchant, [redacted]. [redacted], [redacted], [redacted], [redacted]([redacted])[redacted].

26. Compliance and regulation

This provision is usually most important when selling abroad. We have no [redacted].

27. Confidential Information

This is a basic provision. We assume that the level of secrecy required is low because [redacted]. [redacted].

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28. Intellectual Property

This is [redacted].

29. Data Protection Act 2018 Compliance

Self explanatory provisions.

The Data Protection Act 2018 applies to all personal data which passes through you or the merchant's organisation in any way. [redacted] "[redacted]". [redacted]. [redacted]. [redacted], [redacted] – [redacted].

The scope includes data about [redacted] "[redacted]" [redacted], [redacted].

A data controller decides the purposes [redacted], [redacted]. [redacted].

Because distribution arrangement involves the probability that personal data will flow [redacted], [redacted].

Where you are the processor, [redacted].

You should identify whether your business is a "data controller" or a "[redacted]" [redacted]. [redacted]. [redacted], [redacted], [redacted]. [redacted], [redacted].

It is important that [redacted].

The full requirements can be found at:

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https://www.dataprotection.ie/docs/710-What-should-be-contained-in-a-contract-between-a-Data-Controller-and-a-Data-Processor/654.htm

http://gdprandyou.ie/wp-content/uploads/2018/05/Guidance-for-Data-Processing-Contracts-GDPR.pdf

Please note that we [redacted] 4 [redacted] .

The Appendix is for you to edit. We have entered [redacted] . [redacted] , [redacted] , [redacted] . [redacted] , [redacted] , [redacted] .

We suggest leave [redacted] .

30. 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:

30.1. Neither party may assign the contract

Action: use first option and del second

30.2. Both parties may assign.

Action: delete all

30.3. Both [redacted]

Action: leave as is.

30.4. You may assign but not other party.

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Action: edit [redacted].

30.5. A party may [redacted].

Action: use second alternative and delete first.

31. 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].

32. Duration and termination

It is always good practice to provide for termination [redacted]. [redacted], [redacted]. [redacted], [redacted].

33. Upon termination

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

34. Miscellaneous matters

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

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End of notes

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