IE-MADdis07

Distribution agreement: high brand value product

Dated: [date]

Contents

1. Definitions
2. Interpretation
3. Relationship of parties
4. Entire agreement
5. Appointment of Darling and licence to use Intellectual Property
6. The Price
7. Administrative obligations of Darling
8. Darling's marketing obligations
9. PierreF's approval of Darling's marketing plan
10. Minimum sale requirements
11. Darling's liaison and reports
12. Protection of Intellectual Property
13. Obligations of PierreF
14. Compliance and regulation
15. Orders and acceptance
16. Delivery
17. Transportation
18. Payment terms
19. Payment on running credit account
20. Payment by letter of credit
21. Risk and retention of title
22. The Product defective or not as ordered
23. Warranty and service policy
24. Product recall
25. Disclaimers and limitation of liability
26. Mutual indemnities
27. Assignment
28. Sale of business or change of Control
29. Confidential Information
30. Data Protection Act 2018 Compliance
31. Duration and termination
32. Upon termination
33. Miscellaneous matters

Schedule 1 Prices of the Product
Schedule 2 Description of after sales service required
Schedule 3 Minimum sale requirements
Schedule 4 Training scheme
Schedule 5 After sales service
Schedule 6 Batch Payment
Schedule 7 Data Protection Act 2018 Compliance

This agreement is dated: [date]

It is made between:

Pierre Francois Limited, a company incorporated in Ireland [under registered number [number] and] whose [redacted] [[redacted]] (“[redacted]”);

and

House of Darling Pty Limited, a company incorporated in Australia, ACN [number] whose registered [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].
	information, comment or implication published on [redacted].

© Andrew Taylor and Net Lawman Ltd

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

information about the Intellectual Property and [redacted]-[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], [redacted], [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].

and includes:

patents, trade marks, unregistered marks, designs, copyrights, Know-how, creations and

© Andrew Taylor and Net Lawman Ltd

inventions, [redacted];

concepts, ideas, drawings, [redacted];

data, processes, methods, [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].
“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 application. If [redacted] 100 [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:

© Andrew Taylor and Net Lawman Ltd

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];

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].

© Andrew Taylor and Net Lawman Ltd

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 VAT, 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 [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].

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]].

© Andrew Taylor and Net Lawman Ltd

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]].

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-license the Product Rights [[redacted]].

© Andrew Taylor and Net Lawman Ltd

5.9. Darling may not allow any other person to use the Product except as a [redacted].

5.10. The Licence may not be assigned nor transferred, [redacted]:

5.10.1 that PierreF approves the assignee (and PierreF may [redacted]);

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 [redacted].

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 [redacted].

5.12. Expiry of any patent, trademark or third party licence in one jurisdiction shall not be assumed to affect [redacted] [[redacted]].

6. The Price

6.1. The Price of the Product shall be the price stipulated in PierreF's published price list current [redacted].

OR

6.2. PierreF will sell the Product to Darling at the Prices [redacted] 1 .

AND

6.3. Once agreed, the Price for the Product shall remain fixed for [xx months] [redacted].

OR

6.4. PierreF may increase the Prices at any time upon giving [12] weeks' notice to Darling. An increase in Prices shall not apply to any order outstanding when [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

6.5. The Prices are exclusive of value added tax or any other sales [redacted].

6.6. The maximum amount of any price increase shall be [[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 address and email address of every Customer and send the [redacted].

7.1.4 if different, the location to which each [redacted].

7.2. maintain systems and procedures whereby any Product returned by a Customer is not [redacted] - [redacted] - [redacted];

7.3. use only advertising and promotional material for the Product which [redacted];

7.4. comply with all relevant governmental rules and regulations relating to the sale [redacted];

7.5. make no representations or warranties with respect to the Product other than [redacted];

7.6. maintain a stock level of at least [[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 of the Product to [redacted];

© Andrew Taylor and Net Lawman Ltd

8.1.3 comply with all legal requirements from time to time relating to the [redacted].

8.2. Darling is solely responsible for compliance with all laws relating in any way to the importation, [redacted].

8.3. Darling is solely responsible for payment of all costs associated with the importation and sale of the Product in the Territory, including costs of, [redacted], [redacted], [redacted], [redacted].

8.4. Darling will:

8.4.1 procure that its marketing team attend the offices of PierreF from time to time to report on the state of the market for the Product in the Territory and for [redacted] [[redacted] 4];

8.4.2 spend not less than € [0000] on advertising the [redacted];

8.4.3 provide an after sales service for Customers in accordance with the [redacted] 5 ;

8.5. Darling agrees that it will not during the [redacted]:

8.5.1 sell any other the product in the Territory [redacted];

8.5.2 be involved in any way in the manufacture or distribution in the Territory of [redacted];

8.5.3 sell the Product outside the Territory or sell them to any person Darling knows or [redacted].

8.5.4 supply the Product to any person in the Territory [redacted];

8.5.5 appoint any other person as a distributor or agent for the Product in the [redacted].

© Andrew Taylor and Net Lawman Ltd

But Darling shall not be liable to PierreF if some person sells the Product [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 PierreF from time to time and shall obtain the approval of PierreF to the form, presentation, style, [redacted].[redacted].

9.2. The consultation shall include the provision by Darling of copies of all materials and media intended for the [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:

© Andrew Taylor and Net Lawman Ltd

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];

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

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

© Andrew Taylor and Net Lawman Ltd

12.7. not publish any [redacted] :

12.7.1 denigrate PierreF or [redacted] ;

12.7.2 reduce the value [redacted] .

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] .

© Andrew Taylor and Net Lawman Ltd

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], [redacted].

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

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

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

OR

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

© Andrew Taylor and Net Lawman Ltd

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

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

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 .

© Andrew Taylor and Net Lawman Ltd

17.1.3 CPT [named [redacted] ® 2020 .

17.1.4 CIP [named [redacted] ® 2020 .

17.1.5 DPU [named [redacted] ® 2020 .

17.1.6 DAP [named [redacted] ® 2020 .

17.1.7 DDP [named [redacted] ® 2020 .

17.1.8 FAS [named [redacted] ® 2020 .

17.1.9 FOB [named [redacted] ® 2020 .

17.1.10 CFR [named [redacted] ® 2020 .

17.1.11 CIF [named [redacted] ® 2020 .

17.2. All rights, obligations, [redacted] .

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

Option 1 payment terms

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 .

© Andrew Taylor and Net Lawman Ltd

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:

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

18.5.2 shall be paid by the due date, failing [redacted] [8] %;

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

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

OR

18.5.5 [[redacted]].

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].

© Andrew Taylor and Net Lawman Ltd

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

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

18.10. The parties shall collaborate [redacted].

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

18.12. No right of set off shall arise.

Option 2

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].

Option 3

© Andrew Taylor and Net Lawman Ltd

20. Payment by letter of credit

20.1. Payment for the Product shall be in euro.

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].

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] [redacted].

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

21. Risk and retention of title

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

OR

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

© Andrew Taylor and Net Lawman Ltd

21.2.1 Darling has [redacted]; [redacted].

21.2.2 no other sums [redacted].

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

21.4. Darling must store the Product (at no cost to PierreF) [redacted].

21.5. Despite any of the Product being owned by PierreF, [redacted].

21.6. Any sale or dealing shall be a sale or use [redacted], [redacted].

21.7. Until property in the Product passes from PierreF the entire proceeds of sale of the [redacted].

21.8. PierreF is entitled to recover the [redacted].

21.9. If PierreF asks Darling [redacted], [redacted].

21.10. If, when asked, Darling [redacted], [redacted].

21.11. Darling must not pledge or in any way charge by way [redacted]. [redacted], [redacted].

21.12. Darling must keep the Product insured to [redacted] ‘ [redacted].

© Andrew Taylor and Net Lawman Ltd

21.13. If, when PierreF asks, Darling fails to deliver to [redacted] , [redacted] .

21.14. Darling will not move any the Product [redacted] .

22. Product defective or not as ordered

22.1. PierreF shall use [redacted] :

22.1.1 complies with its description on the order; and

22.1.2 is of satisfactory [redacted] / [redacted] .

22.2. Immediately upon taking delivery of any the Product, Darling shall [redacted] , [redacted] , [redacted] .

22.3. If Darling finds any defect in the quality or quantity of the Product, or a failure to comply [redacted] , [redacted] . [redacted] [7] [redacted] , [redacted] .

22.4. If Darling claims that the Product was [redacted] - [redacted] , [redacted] .

22.5. If PierreF agrees with the shortage or defect, it will top up [redacted] / [redacted] .

22.6. PierreF will repair or [redacted] :

22.6.1 the defect is [redacted] [12] [redacted] ;

© Andrew Taylor and Net Lawman Ltd

22.6.2 the defect results only from faulty design;

22.6.3 Darling has returned the defective [redacted] [redacted] [redacted] .

22.7. If PierreF agrees that it is liable, [redacted] .

22.8. If PierreF repairs or replaces the Product, Darling [redacted] , [redacted] .

23. Warranty and Service Policy

PierreF now warrants to Darling that:

23.1. the Product will be [redacted] ;

23.2. it is not aware of any rights of any third party [redacted] .

23.3. each item of the Product will be free from defects in [redacted] [redacted] [redacted] .

23.4. In the event that Darling or a [redacted] , [redacted] .

23.5. If PierreF accepts the possibility of the Product being defective, it will ask Darling to return it to PierreF, [redacted] . [redacted] , [redacted] . [redacted] [redacted] .

© Andrew Taylor and Net Lawman Ltd

24. Product recall

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

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

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

24.4. Darling shall send to PierreF copies, in the language in which they were generated, of all reports, data and correspondence with [redacted].

25. Disclaimers and limitation of liability

25.1. The law differs from one [redacted].

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

25.3. PierreF is not liable [redacted]:

25.3.1 the Product [redacted];

25.3.2 the Product that has been [redacted];

© Andrew Taylor and Net Lawman Ltd

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

25.4. PierreF shall not be [redacted] :

25.4.1 indirect or consequential loss; or

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

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

25.6. Except in the case of death or personal injury, the total liability of PierreF under [redacted] , [redacted] , [redacted] € [100 , 000]. [redacted] , [redacted] .

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

26. Mutual Indemnities

26.1. Darling agrees to indemnify PierreF against any loss, damage or liability suffered [redacted] , [redacted] :

26.1.1 any act, neglect [redacted] , [redacted] , [redacted] ;

26.1.2 Darling's breach [redacted] ;

26.1.3 Darling's failure to [redacted] ;

© Andrew Taylor and Net Lawman Ltd

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

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

26.3. PierreF agrees to indemnify Darling [redacted], [redacted], [redacted]:

26.3.1 any act, neglect or [redacted], [redacted], [redacted];

26.3.2 the proven infringement [redacted];

provided that such liability has not [redacted].

27. Assignment

27.1. Neither party may assign, delegate, sub-contract, mortgage, [redacted], [redacted]:

AND/OR

27.2. A party may assign and transfer all its rights and obligations under this agreement to [redacted], [redacted].

OR

27.3. Darling shall not be entitled to assign this agreement or any of its [redacted].

© Andrew Taylor and Net Lawman Ltd

28. Sale of business or change of Control

28.1. Any change of Control of Darling whether in [redacted].

28.2. If PierreF terminates the contract on account of a change of Control, [redacted], [redacted].

28.3. The fact that after the change of [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] [redacted. . . .]

© Andrew Taylor and Net Lawman Ltd

29.1.4 [redacted];

29.1.5 [redacted] ([redacted]);

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];

© Andrew Taylor and Net Lawman Ltd

29.2.9 [redacted].

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. Data Protection Act 2018 Compliance

30.1. [redacted], [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted] 2018 . [redacted] [7], [redacted] .

30.2. [redacted] .

31. Duration and termination

31.1. [redacted] .

31.2. This agreement shall continue until terminated:

31.2.1 on [date];

OR

31.2.2 [redacted] [3 [redacted]] [redacted] ;

AND

31.2.3 [redacted] [28 [redacted]] [redacted] [28 [redacted]] [redacted] ; [redacted]

31.2.4 [redacted] 30 [redacted] ; [redacted]

31.2.5 [redacted] , [redacted] , [redacted] ([redacted]).

© Andrew Taylor and Net Lawman Ltd

32. Upon termination

[redacted], [redacted].

32.1. [redacted].

32.2. [redacted]-[redacted]. [redacted].

32.3. [redacted]-[redacted], [redacted] [12] [redacted]. [redacted], [redacted].

32.4. [redacted], [redacted] [28 [redacted]] [redacted].

32.5. [redacted], [redacted].

32.6. [redacted].

32.7. [redacted].

© Andrew Taylor and Net Lawman Ltd

32.8. [redacted].

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

33. Miscellaneous matters

33.1. [redacted], [redacted].

33.2. [redacted].

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

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

33.5. [redacted].

33.6. [redacted].

33.7. [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

33.8. [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]].

33.9. [redacted], [redacted].

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

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

33.12. [redacted], [redacted].

33.13. [redacted].

© Andrew Taylor and Net Lawman Ltd

33.14. ■■■■■■■■, ■■■■■■■■

Schedule 1: The Product and Prices

■■
■■■■■■

© Andrew Taylor and Net Lawman Ltd

Schedule 2: Description of after sales service required

© Andrew Taylor and Net Lawman Ltd

Schedule 3: Minimum sale requirements

© Andrew Taylor and Net Lawman Ltd

Schedule 4: The sales training scheme

*[■■■

Schedule 5: After sales service

© Andrew Taylor and Net Lawman Ltd

Schedule 6: Batch Payment

© Andrew Taylor and Net Lawman Ltd

Schedule 7: Data Protection Act 2018 Compliance

1. Definitions

[redacted]:

"Act"	means the Data Protection Act 2018.
"Associate"	[redacted].
"Directive"	[redacted] (EU) 2016/680 [redacted] 27 [redacted] 2016 [redacted], [redacted], [redacted], [redacted] 2008/977/[redacted].
"DPC"	means the Data Protection Commission.
"the Data Protection Regulations"	[redacted] (EU) 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,

© Andrew Taylor and Net Lawman Ltd

(c) the Data Protection Act 1988,

(d) the Data Protection Act 2003,

(e) regulations made under the Act,

(f) Directive.

"[redacted]", "[redacted]", “[redacted]-[redacted]”, "[redacted]", "[redacted]", "[redacted]", "[redacted]" "[redacted]" "[redacted]" "[redacted], [redacted].

[redacted], “[redacted]”, [redacted].

2. Data Protection

2.1. [redacted].

2.2. [redacted].

2.3. [redacted] 1 [redacted].

3. How the PierreFand the Darling shall process data

[redacted], [redacted], [redacted]:

3.1. [redacted] ([redacted]);

3.2. [redacted];

© Andrew Taylor and Net Lawman Ltd

3.3. [redacted];

3.4. [redacted].

3.5. [redacted].

3.6. [redacted].

3.7. [redacted]:

3.7.1. [redacted];

3.7.2. [redacted];

3.7.3. [redacted].

© Andrew Taylor and Net Lawman Ltd

[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]

3.9.1. [redacted]

3.9.2. [redacted]

© Andrew Taylor and Net Lawman Ltd

3.9.3. [redacted]

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

3.10. [redacted]

3.11. [redacted] 24 [redacted]) [redacted] ;

3.12. provide reasonable assistance to each other in:

3.12.1. [redacted] ;

3.12.2. [redacted] ;

3.12.3. [redacted] ;

3.12.4. [redacted] ;

© Andrew Taylor and Net Lawman Ltd

3.12.5. [redacted]

3.13. [redacted]

4. Post termination

4.1. [redacted]:

4.1.1. [redacted];

4.1.2. [redacted];

4.1.3. [redacted];

4.1.4. [redacted] 14 [redacted].

4.2. [redacted].

5. Warranty and acceptance of liability

5.1. [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted].

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

© Andrew Taylor and Net Lawman Ltd

Appendix 1 to Schedule 7

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];

© Andrew Taylor and Net Lawman Ltd

4.2. [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

Explanatory notes:

Distribution agreement: high brand value product

General notes

This agreement

This agreement has been drawn primarily for the manufacturer or merchant who wants to ■ .

We have drawn this agreement 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

suitable to your requirement. By all means use the search/replace function in your word processor to change them. But if you do ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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

15. Orders and acceptance

It is vital that you are able to refuse an order. If some provision is not made here, the position [redacted].

16. Delivery

There is an infinite number of possible arrangements. [redacted].

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 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/

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].

© Andrew Taylor and Net Lawman Ltd

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 for your judgement. [redacted] .

© Andrew Taylor and Net Lawman Ltd

26. Mutual indemnities

We have provided far more protection for PierreF than for Darling. ■ ■ ■

[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. Data Protection Act 2018 Compliance

Self explanatory provisions.

The Data Protection Act 2018 applies to all personal data which passes through your organisation or that of your distributor in [redacted]. [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].

© Andrew Taylor and Net Lawman Ltd

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:

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] 7 [redacted].

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

We suggest leave [redacted].

31. Duration and termination

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

32. Upon termination

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

33. Miscellaneous matters

© Andrew Taylor and Net Lawman Ltd

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

End of notes

© Andrew Taylor and Net Lawman Ltd