Distribution agreement: short version

Dated: [date]

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This agreement is dated: [date]

It is made between: [the Merchant name]

Of [address] ("the Merchant")

And [Distributor's name]

Of [address] ("the Distributor")

These are the agreed terms:

1. Definitions

These definitions apply unless the context
--

"Confidential Information"

means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person

information about staff and their personal contact information,

data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance

------, -----; -----;

It includes information about the Intellectual Property and

Property

"Control" (includ

(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 the Distributor
"Intellectual Property"	means intellectual property owned by the Merchant, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights,
"Product"	means any product offered for sale from time to time ••••••••••••••••••••••••••••••••••••
"Territory"	means the country / state/ \blacksquare
"Price" / "Prices"	means the prices at which the Merchant sells the Products to the Distributor, ••••••••••••••••••••••••••••••••••••

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	The words "without limitation" shall be deemed to follow any use of the words " \blacksquare	
2.10	A reference to an act or regulation includes new law of substantially the same	
2.11	All money sums mentioned in this agreement are calculated net of VAT, which	
Relationship of parties		

Each of the parties warrants that it has the authority to enter into this

3.

3.1

 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare].

	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
4.	Ent	ire 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.	Арр	pointment of Distributor
	5.1	The Merchant now appoints the Distributor as its [exclusive / non-exclusive] distributor in the Territory for the sale of the Products, and the Distributor now
	5.2	[Subject to this agreement, the Distributor is free to promote and market the Products in any
6.	Obl	igations of the Distributor
	The [Distributor agrees that it will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :
	6.1	use all reasonable efforts to distribute the Products;
	6.2	maintain full and accurate records of:

	6.2.1	STOCK In hand;
	6.2.2	sales to Customers over last previous [■ ■ ■ ■] ■ ■ ■ ;
	6.2.3	the personal name, corporate name, physical address and email address of every Customer and send the
	6.2.4	if different, the location to which each ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.3		ain systems and procedure whereby all used Products returned stomers are not cleaned or refurbished and re-sold ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.4		nly advertising and promotional material for the Products which
6.5	•	ly with all relevant governmental rules and regulations relating to
6.6		no representations or warranties with respect to the Products than those
6.7	as rec	d, through its employees, training and sales meetings and events quired by the Merchant so as to •••••;
6.8	provid	de to the Merchant a monthly forecast of sales • • • • • • • • • • • • • • • • • • •
6.9	buy at	t least the amount of Products specified in the forecast for the first
6.10	mainta	ain a stock level of at least ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
6.11		upply the Products to any other person in the Territory as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.12		upply the Products to any person in the Territory ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.13	-	point any other person as a distributor or agent for the Products Territory .

But the Distributor shall not be liable to the Merchant if some person sells ■ . **Obligations of the Merchant** 7.1 The Merchant warrants that: 7.1.1 he has the unrestricted authority to grant the rights and licenses 7.1.2 he has all the intellectual property rights that are necessary to market, • • • • , • • • • • • • • • • • • • . 7.2 7.2.1 provide marketing direction and guidance to the Distributor; 7.2.2 maintain comprehensive general liability insurance, including product liability, contractual liability, and cover for all **= = = = =** 7.2.3 provide to the Distributor a reasonable quantity of informational literature, **----**; 7.2.4 maintain warranty and post-warranty repair services for the Products, appropriate Compliance and regulation 8.1 The Merchant agrees to assist and cooperate with the Distributor in securing regulatory approval for **E E E E E E E E E E E E E E E** 8.2 For all purposes in connection with regulatory approval and display to potential Customers, the Merchant will sell Products to the Distributor at [cost plus 10%] which approximates to a discount of [25%] off ■ ■ ------The Distributor shall obtain [at its own expense], all registrations and 8.3

7.

8.

9.	Products recall		
	9.1	Each of the parties has the right to recall products or contact buyers with a warning message or letter. In an emergency, either party may initiate a recall without consulting the other of	
	9.2	As far as possible a party suggesting a recall shall inform the other party with an agenda for discussion. Terms of	
	9.3	The cost of the recall, including sales refunds and compensation to Customers, shall be paid by the party	
	9.4	The Distributor shall send to the Merchant copies, in the language in which they were generated, of all reports, data and correspondence with the regulatory authorities in all countries in the Territory, including applications for regulatory approval, as soon as reasonably practicable after such documents and data are	
10.	Minimum sale requirements		
		Merchant shall be entitled to terminate this agreement if in any calendar the total value of Products sold by	
	Year	Total value	
	20XX	X	
	20XX	X	
	20XX	X	
	OR		
		mum sale requirements for	

11. Distributor's marketing obligations

11.1	The Distributor agrees
	11.1.1 sell any other • • • • • • • • • • • • • • • • • • •
	11.1.2 be involved in any way in
	11.1.3 sell the Products outside the Territory or
11.2	The Distributor is solely responsible for compliance with
11.3	The Distributor is solely responsible for payment of all costs ■ ■ ■ ■
11.4	The Distributor will:
	11.4.1 procure that its marketing team attend the offices of the Merchant from time to time ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	 4];
	11.4.2 spend not less than € [0000] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	11.4.3 Provide an after sales service • • • • • • • • • • • • • • • • • • •
11.5	The Distributor will use its best endeavours to:
	11.5.1 promote and sell the Products throughout the Territory;
	11.5.2 maintain adequate stocks • • • • • • • • • • • • • • • • • • •

		11.5.3 comply with all legal requirements
12.	Dist	ributor's liaison and reports
	The D	Distributor will provide to the Merchant:
	12.1	monthly, a report in whatever
	12.2	six monthly, an updated • • • • • • • • • • • • • ;
	12.3	whenever a change • • • • • • • , • • • • • • • • • • •
	12.4	six monthly, a copy of all
	12.5	as often as may be appropriate, details of any •••••••••••••••••••••••••••••••••••
13.	The	Price
	13.1	The Price of the Products shall be
	OR	
	13.2	The Merchant will sell the
	AND	
	13.3	Once agreed, the Price for the • • • • • • • • • • • • • • • • • • •
	OR	

	13.4	The Merchant may increase the Prices at any time upon giving [12] weeks • • • • • • • • • • • • • • • • • • •
	13.5	The Prices are exclusive of value • • • • • • • • • • • • • • • • • • •
	13.6	The maximum amount of •••••••••••••••••••••••••••••••••••
14.	Ord	ers and acceptance
	14.1	The Merchant reserves the right to reject any order or to cancel any order

	14.2	If it rejects an order, or cancels • • • • • • • • • • • • • • • • • • •
	14.3	Nothing said or done by the Merchant is an acceptance of an order
	OR	
	14.4	Nothing said or done by the Merchant
15.	Deli	very
	15.1	Prices are "ex works" • • • • • • • • • • • • • • • • • • •
	15.2	If the Distributor asks the Merchant to arrange transport and insurance and the Merchant does ••••, •••••••••••••••••••••••••••••••

	15.3	The Merchant will use its best endeavours to supply the
	15.4	The Merchant may from time to time change any
	15.5	Each order from • • • • • • • • • • • • • • • • • • •
	15.6	Upon receipt of each order from the Distributor the Merchant will inform the Distributor
Option 1		
-		
16.		ment terms
		ment terms The Distributor shall pay for each batch of Products not less than [28 = = =] = = = = = = = = = = = = = = =
	Pay	The Distributor shall pay for each batch of Products not less than [28 ■
	Pay 16.1	The Distributor shall pay for each batch of Products not less than [28 ■
	Pay : 16.1	The Distributor shall pay for each batch of Products not less than [28 =
	Pay: 16.1 OR 16.2	The Distributor shall pay for each batch of Products not less than [28 The Distributor shall pay 6 . If the Distributor fails to pay for [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [56 [

OR

16.4	Payment of the Price shall • • • • • • • • • • • • • • • • • •
16.5	All sums due under this agreement:
	16.5.1 shall be made in full, without any set-
	16.5.2 shall be paid by the due date, failing which
	■ [8] %; 16.5.3 Payments will be made by the Distributor in euro by direct ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	16.5.4 shall be paid • • • • • • • • • • • • • • • • • • •
OR	
	16.5.5 [specify method of payment and due date]
16.6	On request, the Merchant will supply
16.7	If any applicable law requires any tax or charge to be deducted before payment,
16.8	Any sum due under this agreement not expressed in euro shall be
16.9	Banking charges by the receiving bank on payments to the Merchant

	16.11	Where credit has been agreed in writing between • • • • • • • • • • • • • • • • • •
	16.12	No right of set off shall arise.
Optio	n 2	
17.	Payı	ment on running credit account
	17.1	Payment is due to reach the
	17.2	On request, the Merchant will supply
	17.3	The Merchant's accounting system will automatically charge interest
	17.4	If money remains overdue after one month, the rate charged will be [1.5] = = = = = = = = = = = = = = = = = = =
18.	Risk	and retention of title
	18.1	Ownership of the Products shall not pass to the Distributor until it has
	18.2	In spite of delivery having • • • • • • • • • • • • • • • • • • •
		18.2.1 the Distributor • • • • • • • • • • • • • • • • • • •

16.10 The parties shall collaborate • • • • • • • • • • • • • • • • • •

	18.2.2 no other sums • • • • • • • • • • • • • • • • • • •
18.3	Until property in the Products passes to •••••, •••••
18.4	The Distributor must store the Products (at no cost to the
18.5	Despite any of the Products being owned by the Merchant,
18.6	Any sale or dealing shall be a sale or use of
18.7	Until property in the Products passes from the Merchant the entire proceeds of sale of the
18.8	The Merchant is entitled to recover • • • • • • • • • • • • • • • • • • •
18.9	If the Merchant asks the
18.10	If, when asked, the Distributor
18.11	The Distributor must not pledge or in any way charge by way of , , , , , , , , , , , , , , , , , ,

	18.12	The Distributor must keep the Products insured to
	18.13	If, when the Merchant asks, the Distributor fails to deliver to
	18.14	The Distributor will not move any Products
19.	Prod	ducts defective or not as ordered
	19.1	The Merchant shall • • • • • • • • • • • • • • • • • •
		19.1.1 comply with their description on the order; and
		19.1.2 are of satisfactory • • • • • • • / • • • • • • • • • • •
	19.2	Immediately upon taking delivery of any Products, the Distributor shall
	19.3	If the Distributor finds any defect in the quality or quantity of the Products, or a failure to comply with
	19.4	If the Distributor claims that the Products were
	19.5	If the Merchant agrees with the shortage or defect, it will top = = = = = = = = = = = = = = = = = = =

	19.6	The Merchant will repair
		19.6.1 the defect is reported • • • • • • • • • • • • [12] • •
		19.6.2 the defect results only from faulty design;
		19.6.3 the Distributor has returned the
	19.7	If the Merchant agrees that it is liable,
	19.8	If the Merchant repairs or replaces Products, the Distributor
20.	War	ranty and Service Policy
	The N	Merchant now warrants to the Distributor that:
	20.1	the Products will be * * * * * * * * * * * * * * * * * * *
	20.2	it is not aware of any rights of any third party
	20.3	each Product will be free from defects in performance for its
		••••••
	20.4	In the event that the Distributor or Customer • • • • • • • • • • •
	20.5	If the Merchant accepts the possibility of the Product being defective, it
		will ask the Distributor to return it to the Merchant, ■ ■ ■ ■ ■ ■ ■ ■

21.	Disc	claimers and limitation of liability
	21.1	The law differs from one
	21.2	Conditions, warranties or other terms implied by
	21.3	The Merchant is not
		21.3.1 the Product • • • • • • • • • • • • • • • • • • •
		21.3.2 the Product that has been • • • • • • • • • • • • • • • • • •
		21.3.3 the model or serial number = = = = = = = = = = = = = = = = = = =
	21.4	The Merchant shall not
		21.4.1 indirect or consequential loss; or
		21.4.2 economic loss or other loss of turnover, profits,
		••••.
	21.5	This paragraph (and any other paragraph which excludes or restricts the same,
	21.6	Except in the case of death or personal injury, the total liability of the Merchant under ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

21.7	Nothing in this agreement shall be construed
Mut	ual Indemnities
22.1	The Distributor agrees to indemnify the Merchant against any loss, damage or liability suffered
	22.1.1 any act, neglect • • • • • • • • • • • • • • • • • • •
	22.1.2 the Distributor's breach • • • • • • • • • • • • • • • • • • •
	22.1.3 the Distributor's failure to • • • • • • • • • • • • • • • • • •
	22.1.4 any successful claim by any third party
22.2	This paragraph (and any other paragraph which excludes or restricts the liability of
22.3	The Merchant agrees to indemnify the
	22.3.1 any act, neglect or • • • • • • • • • • • • • • • • • •
	22.3.2 the proven infringement • • • • • • • • • • • • • • • • • • •
	provided that such liability has not •••••••••••••••••••••••••••••••••••

23. <i>i</i>	Assi	gnm	ent

23.1	Neither party may assign, delegate, sub-contract, mortgage,
AND/	OR
23.2	A party may assign and transfer all its rights and obligations under this agreement to
OR	
23.3	The Distributor shall not be entitled to assign this agreement or any of its
Sale	e of business or change of Control
24.1	Any change of Control of the Distributor whether
24.2	If the Merchant terminates the contract on account of a change of Control,
24.3	The fact that after the change of Control,
24.4	The Distributor agrees that this provision is fair.

25. Confidential Information

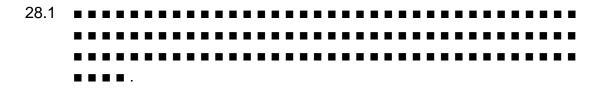
25.1	In respect of the Confidential
	25.1.1 from today until the expiry of five years from the termination of this
	25.1.2 not store, copy, or use the Confidential • • • • • • • • • •
	25.1.3 not use or disclose Confidential Information except to such ■ ■ ■
	;
	25.1.4 explain to all relevant employees agents and sub-contractors about
25.2	This paragraph does not apply to disclosure as
The o	bligations set out in this paragraph
•••	
Inte	llectual Property
The M	Merchant now authorises the Distributor to use certain ■ ■ ■ ■ ■ ■ ■
26.1	use the Intellectual • • • • • • • • • • • • • • • • • • •
26.2	Interfere with ••••••;

26.3	change or remove any ••••;
26.4	use any of the Intellectual • • • • • • • • • • • ;
26.5	use any trade mark of its own • • • • • • • • • • • • • • • • • • •
26.6	cause or permit anything which
26.7	[within ten years] create, write or make any
26.8	use in its own business, • • • • • • • • • • • • • • • • • •
	at it will:
26.9	notify the Merchant ••••••••••••••••••••••••••••••••••••
26.10	take such reasonable action as the Merchant
26.11	mark the Products and their • • • • [• • • • • • • • • • • • • •
26.12	compensate the Merchant for any use • • • • • • • • • • • • • • • • • • •
26.13	on the expiry or termination of this ••••••••••••••••••••••••••••••••••••
26.14	assist the Merchant in

27. Data Protection Act 2018 Compliance

27.1	To satisfy the Merchant's and the Distributor's legal obligations in connection with the personal data of a customer located in •••••••••••••••••••••••••••••••••••
	[7],
27.2	Those obligations shall continue

28. Duration and termination



28.2 This agreement shall continue until terminated:

28.2.1 on [date];

OR

AND

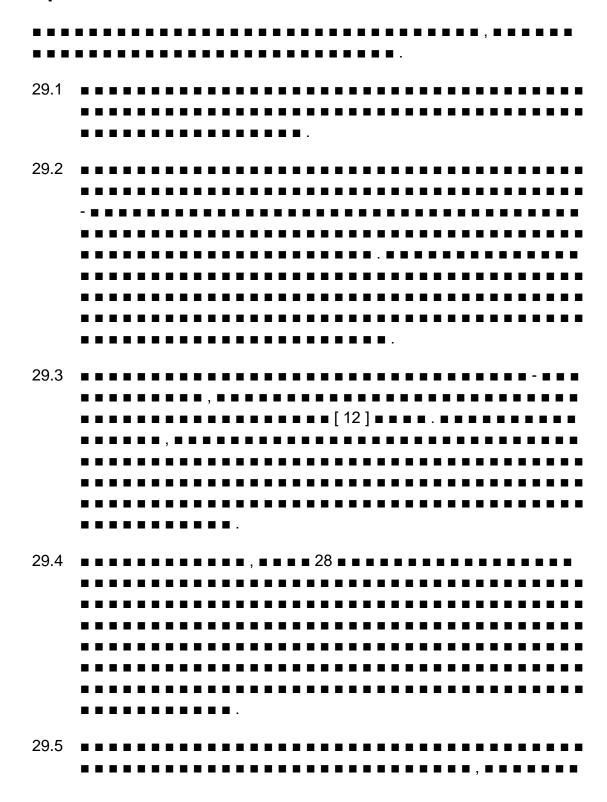


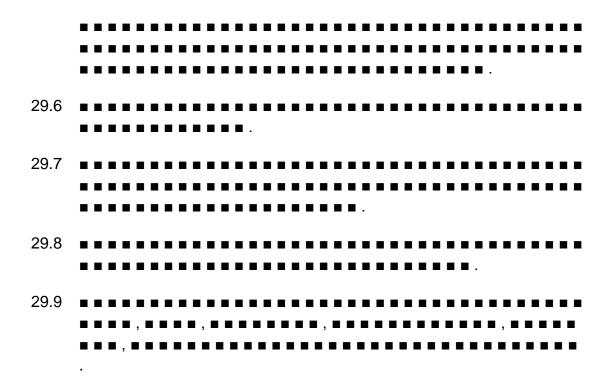
28.4



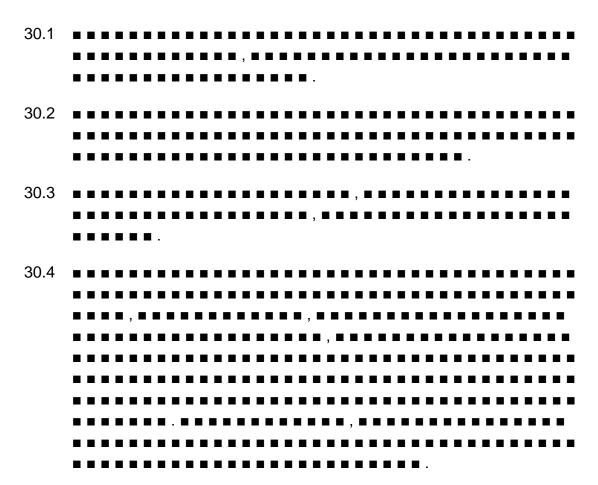


29. Upon termination

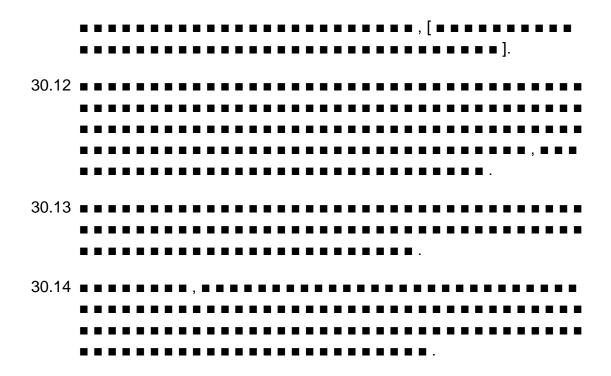




30. Miscellaneous matters



30.5	
30.6	
30.7	
30.8	
	It shall be deemed to have been delivered:
	;
	: 72;
].
30.9	
30.10	
30.11	



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: [Signature]

Name: [Name]

Address: [Address]

For, and on behalf of [name]

print name

Witness to signature: [Signature]

Name: [Name]

Address: [Address]

Schedule 1: The Products and P	rices
[]]	

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;	
;	

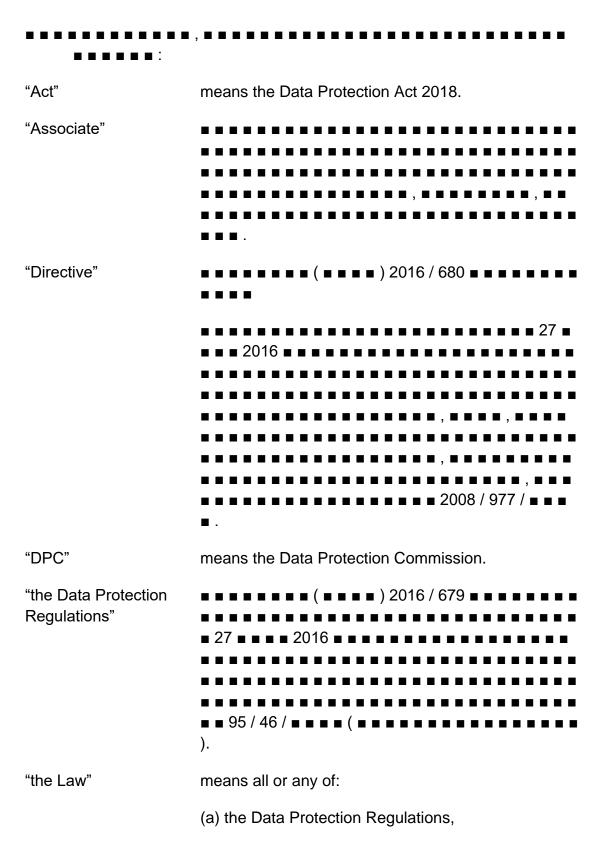
Who pays cost of travel and accommodation?

Schedule 5: After sales service

Schedule 6: Batch Payment

Schedule 7: Data Protection Act 2018 Compliance

1. Definitions



" = =					<i>(</i> 0 =															
" = =					(t) L	irec	tive													
			••"	, " = = = , = = ,	" —	= ", = =	" • • •		• " • • " • • •	• • • •	•••	• " • •		•	- " 	• •	•	••		••
Data	a Pr	ote	ctio	n																
2.1.																	•	••	•	• •
2.2.	::			::			•••	•				-	 	•	• •			• •		
2.3.												•		• •	• •	••	•	••	•	
		e M	ercł	nan	t a	nd	the	е С)is	tril	bu	to	r s	ha	ill	pr	00	es	SS	
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(b) the Act,

(c) the Data Protection Act 1988,

(d) the Data Protection Act 2003,

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												_
3.3.									 			
5.5.												
		■ ■ , ■										
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3.4.									 			
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	3.7.1		••••									
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	3.7.2											,
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	3.7.3											

	3.7.4	
	3.7.5	
3.8.	, ,	
	3.8.1	the pseudonymisation and encryption of personal data;
	3.8.3	
3.9.	••••	
	3.9.1	

	3.9.2
	3.9.3
	3.9.4
3.10.	
3.11.	24)
3.12.	provide reasonable assistance to each other in: 3.12.1
	3.12.2
	3.12.3
	3.12.4

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	3.13.						•••••	
4.	Pos	t terminatio	on					
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		4.1.1						
		4.1.2			•••••	••••		•
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	4.2.							1
5.	War	ranty and a	acceptai	nce of li	ability			
	5.1.							1

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5.2.	•••				- 	•••	 - , -	•••	• • •	•••	•••	•

Appendix 1 to Schedule 7

Data Processing Activities

What either party may process in each category

•••	
1.1.	Name
1.2.	Address
1.3.	Email address
1.4.	Telephone number
1.5.	
1.6.	
	•••
1.7.	[]
Proce	essing the data of these data subjects
:::	
3.1.	
3.2.	
Reten	ntion period
4.1.	
	4.1.1. for accounting and taxation purposes;
	4.1.2.

4.2.

Explanatory notes:

Distribution agreement: short version

Paragraph Specific notes:

Comments relating to specific numbered paragraphs

1. Definitions

We know nothing about your business, so we cannot provide you with defined
terms which precisely describe what you sell. By all means use the
search/replace function in your word processor to change them. The
definitions of parties and products are a matter for your choice. The seller can
be "Merchant", "Manufacturer", and so on; the Products can be "Products", or
can be = = = = = = = = = = = = , = = = = = =

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.

3. Relationship of parties

4. 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
5.	Appointment of Distributor
	We have placed this important provision in a separate paragraph to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Obligations of the Distributor
	A menu of possibilities. Add and delete • • • • • • • • • • .
7.	Obligations of the Merchant
	These obligations are intentionally vague. Add and delete ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.	Compliance and regulation
	This provision is usually most important when selling abroad. We have no idea what compliance or registration and control
9.	Products recall
	Delete if not required.
10.	Minimum sale requirements
	Most distribution agreements provide for minimum sales. This can be expressed in different ways. To avoid conflict later, we
11.	Distributor'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.
12.	Distributor's liaison and reports

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activity by the distributor and secondly as to current and future market

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

conditions. It is particularly important that the merchant has access to all ofthe marketing material used by the distributor. The reason for this is that in the event of any dispute as to the method of marketing
We have provided a menu of possibilities. Add and delete ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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
Alternatively the distributor may feel it is appropriate to limit the amount of any price increase ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Orders and acceptance
It is vital that the merchant is able to refuse an order. If some provision is not made here, the position is that an order given to the merchant will create a contract which of course it must
Delivery
There is an infinite number of possible arrangements.
Dovment terms
Payment terms
In this and the following paragraph we have provided several
Payment on running credit account
This paragraph applies only if credit facilities have been granted to the Distributor. 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

13.

14.

15.

16.

17.

	nention of "not a penalty" is necessary because a higher rate of
Risk a	and retention of title
Many	books have been written on this subject so this note will do
	= :
18.1.	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.
	•••
18.2.	If your goods are far away, the chance of success in asserting
18.3.	The only secure way to •••••••••••••••••••••••••••••••••••
18.4.	If you must give credit the terms we have proposed will give you the strongest protection
Produ	ucts defective or not as ordered
Matte	rs for your judgement.
Warra	anty and Service Policy
	aragraph on your disclaimers.

18.

19.

20.

21.

Disclaimers and limitation of liability

	Matters for your judgement.
22.	Mutual indemnities
	We have provided far more protection for the Merchant than for the Distributor.
2	Accionment
23.	Assignment
	Give careful thought to this. It is not an alternative to a "Change of control" provision. This paragraph deals with what happens if one party wants to sell or transfer

	Consider the circumstances on both sides which may require an assignment. This paragraph provides a deterrent This paragraph provides an assignment.
	We give you these options:
	23.1. Neither party may assign the contract
	Action: use first option and delete second
	23.2. Both parties may assign.
	Action: delete all
	23.3. Both parties may assign ••••••••••••••••••••••••••••••••••••
	Action: leave as is.
	23.4. You may assign but not other party.
	Action: edit = = = = = = = = = = = = = = = = = = =
	23.5. A party may ••••••••••••••••••••••••••••••••••
	Action: use second alternative and delete first.

24. Sale of business or change of Control

	ne last paragraph on "assignment" does
	•.
	In practice however, the personal element may be important to you or you may •••••••••,
	Of course, it also
25.	Confidential Information
	Needs to •••••••••••••••••••••••••••••••••••
26.	Intellectual Property
	Every business has far more intellectual property than its managers generally assume. It
	Nonethologo you could corefully to define those items of intellectual property.
	Nonetheless, you could carefully to define those items of intellectual property which the distributor might need to use so as
	•••••
27.	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 "

•••••
The scope includes data about •••• • • • • • • • • • • • • • • • •
A data controller decides the purposes • • • • • • • • • • • • • • • • • •
Because distribution arrangement involves the probability that personal data will flow
Where you are the processor,
You should identify whether your business is a "data controller" or a " ■ ■ ■
It is important that
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

	The Appendix is for you to edit. We have entered
	,
	We suggest leave
28.	Duration and termination
	It is usual to terminate on notice, but if
29.	Upon termination
	This is the time when the parties may
30.	
30.	

End of notes