

NZ-MADdis01

Distribution agreement: merchant version

Dated: [\[date\]](#)

Contents

1. Definitions
 2. Interpretation
 3. Relationship of parties
 4. Entire agreement
 5. Appointment of distributor
 6. Obligations of the distributor
 7. Obligations of the merchant
 8. Compliance and regulation
 9. Products recall
 10. Minimum sale requirements
 11. Distributor's marketing obligations
 12. Distributor's liaison and reports
 13. The Price
 14. Orders and acceptance
 15. Delivery
 16. Transportation
 17. Payment terms
 18. Payment on running credit account
 19. Payment by letter of credit
 20. Risk and retention of title
 21. Products defective or not as ordered
 22. Warranty and service policy
 23. Disclaimers and limitation of liability
 24. Mutual indemnities
 25. Assignment
 26. Sale of business or change of Control
 27. Confidential Information
 28. Intellectual property
 29. Duration and termination
 30. Upon termination
 31. Miscellaneous matters
-
- Schedule 1 Products and Prices
 - 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

[illegible]

“Customer”

means a customer of the Distributor ■■■■■■
■■■■■■■■■■.

["Incoterm"]

[illegible]

"Intellectual Property"

[illegible]

“Product”

means any product offered for sale from time to
time ■
■ ■ .

“Territory”

means the country / state/ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■].

“Price” / “Prices”

means the prices at which the Merchant sells the Products to the Distributor, ■■■■■■■■■■ ■■■■■■■■■■ 1.

2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

- [illegible]

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].

4. Entire agreement

- 4.1 This agreement contains the entire agreement between the parties and supersedes all .
- 4.2 Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information .
- 4.3 As an exception to the last previous sub paragraphs, the parties do rely :

[Enter list of other docs and dates ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■]

5. Appointment 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. Obligations of the Distributor

The Distributor agrees that it will ■■■■■■:

12. Distributor's liaison and reports

The Distributor will provide to the Merchant:

- [illegible]

13. The Price

- 13.1 The Price of the Products shall be
-
-

OR

- 13.2 The Merchant will sell the
.....1.

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'

17.4 Payment of the Price shall 30
.....

17.5 All sums due under this agreement:

17.5.1 shall be made in full, without any set-off
.....
.....
.....

17.5.2 shall be paid by the due date, failing which the Merchant may
charge the
..... [8
] %
..... ;

17.5.3 Payments will be made by the Distributor in dollars by direct
.....
..... /
.....
.....

17.5.4 shall be paid
..... [.....].

OR

17.5.5 [specify method of payment and due date].

17.6 On request, the Merchant will supply
.....
.....

17.7 If any applicable law requires any tax or charge to be deducted before
payment,
.....
..... [.....]
.....

17.8 Any sum due under this agreement not expressed in dollars shall be
.....
.....
.....

17.9 Banking charges by the receiving bank on payments to the Merchant
.....

17.10 The parties shall collaborate

17.12 No right of set off shall arise.

[illegible][illegible][illegible]

18.4 If money remains overdue after one month, the rate charged will be
[1.5] .

19.1 Payment for the Products shall be in dollars.

19.2 The Distributor shall within [7] days of [REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED] [REDACTED].

- 19.3 Each letter of credit must be confirmed, transferable, irrevocable, without recourse, [] , [].
- 19.4 The letter of credit shall be payable [30] [].
- 19.5 Each letter of credit shall remain open for at 30 .
- 19.6 The terms of the letter of credit may be specified , .
- 19.7 Where there is an error on the letter or credit, or for whatever reason the Merchant's ,

20. Risk and retention of title

- 20.1 Ownership of the Products shall not pass to the Distributor until it has ,
- 20.2 In spite of delivery having , :
- 20.2.1 the Distributor ;
- 20.2.2 no other sums .

- [illegible]

AND

[illegible]

.....,

.....

[illegible]

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

31. Miscellaneous matters

[illegible]

■ ■ ■ ■ ;

[illegible][illegible][illegible]

31.11 ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■ 2017 ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■ , ■■■■ , ■■■■ , ■■■■ , ■■■■
 ■■■■■■■■■■ , ■■■■■■■■■■
 ■ .

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

Schedule 1 The Products and Prices

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

Schedule 2 Description of after sales service required

Schedule 3 Minimum sale requirements

Schedule 4 The sales training scheme

.....
..... :

Duration of training

Brief details of the programme

Number of people;

Who will train;

Responsibility for health and safety;

.....
..... ;

..... ;

Who pays cost of travel and accommodation?

Schedule 5 After sales service

Schedule 6 Batch Payment

Explanatory notes:

Distribution agreement: sale of goods, full version, merchant side

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

[illegible]

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

[illegible]

3. Relationship of parties

Confirms authority of an organisation to make the deal. If you are dealing with a company and do not know who has authority to ■■■■■■ , ■■■■
■■■■■■■■■■■■■■■■■■■ .

4. Entire agreement

[illegible]

This paragraph provides ideas for the ongoing liaison between the parties and the provision of sufficient reports to the merchant to inform him, first as to past activity by the distributor and secondly as to current and future market conditions. It is particularly important that the merchant has access to all ■ ■ ■

[illegible]

Alternatively the distributor may feel it is appropriate to limit
.

[illegible]

18. 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

[illegible]

19. Payment by letter of credit

We have no further comment

20. Risk and retention of title

Many books have been written on this subject so this note will do ■■■■■■
 ■■■■■■ . ■■■■■■
 ■■■■ :

[illegible][illegible][illegible]

20.4. Payment through an LC is universally acknowledged and .

[illegible]

21. Products defective or not as ordered

Matters for your judgement. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

22. Warranty and Service Policy

[illegible]

23. Disclaimers and limitation of liability

Matters for your judgement. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

24. Mutual indemnities

[illegible]

25. Assignment

[illegible]

Consider the circumstances on both sides which may

.....

.....

.....

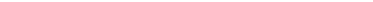

We give you these options:

25.1. Neither party may assign the contract

Action: use first option and delete second

25.2. Both parties may assign.

Action: delete all

25.3. Both 


Action: leave as is.

Action: edit
.

Action: use second alternative and delete first.

The last paragraph on “assignment” does

In practice however, the personal element may be important to you or you may

[illegible]

Needs to ■■■■■■■■■■ . ■■■■■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■
■■■

Every business has far more intellectual property than its managers generally assume. It “ ” “ ” , ,

Nonetheless, you could carefully to define those items of intellectual property which the distributor might need to use so as

End of notes