Distribution agreement: merchant 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

"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

............;

"Control"

(including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by

| | contract or otherwise, including, without limitation, |
|-------------------------|--|
| | |
| "Customer" | means a customer of the Distributor |
| ["Incoterm" | means latest version of pre-defined commercial rules of international trade published by • • • • • • • 2020 .] |
| "Intellectual Property" | means intellectual property owned by us, 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. | A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, |
| | |
| 2.10. | The words "without limitation" shall be deemed to follow any use of the words " ■ ■ ■ " ■ ■ ■ " ■ ■ ■ " ■ ■ ■ . |
| 2.11. | A reference to an act or regulation includes new law of substantially the same |
| 2.12. | In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of ••••••••••••••••••••••••••••••••••• |
| 2.13. | All money sums mentioned in this agreement are calculated net of VAT, which |

| 2.14. | This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or |
|-------|---|
| Rela | ationship of parties |
| 3.1. | Each of the parties warrants that it has the authority to enter into this agreement [|
| 3.2. | Nothing in this agreement shall create a partnership, franchise or agency or other relationship between any of the parties, . |
| 3.3. | Neither party shall have, nor represent that it has, any authority to make any commitment on the |
| Enti | re agreement |
| 4.1. | This agreement contains the entire agreement between the parties and supersedes all |
| 4.2. | Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information |
| 4.3. | As an exception to the last previous sub paragraphs, the parties do rely |
| | [Enter list of other docs and dates \blacksquare |
| App | ointment 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 |

4.

| 5.2. | [Subject to this agreement, the Distributor is free to promote and market the Products in any | | |
|-------|--|--|--|
| Obli | gatio | ns of the Distributor | |
| The D | istributo | or agrees that it will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ : | |
| 6.1. | use all | reasonable efforts to distribute the Products; | |
| 6.2. | mainta | in full and accurate records of: | |
| | 6.2.1 | stock in hand; | |
| | 6.2.2 | sales to Customers over last previous six years; | |
| | 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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare | |
| 6.3. | | in systems and procedure whereby all used Products returned tomers are not cleaned or refurbished and re-sold | |
| 0.4 | | | |
| 6.4. | use only advertising and promotional material for the Products which ■ | | |
| 6.5. | comply with all relevant governmental rules and regulations relating to the sale | | |
| 6.6. | other th | no representations or warranties with respect to the Products nan those •••••••••••••••••••••••••••••••••••• | |
| 6.7. | attend, through its employees, training and sales meetings and events as required by the Merchant so as to | | |
| | ■■■, | | |
| 6.8. | provide to the Merchant a monthly forecast of sales • • • • • • • • • • • | | |
| 6.9. | buy at least the amount of Products specified in the forecast for the first | | |

| 6.10. | . maintain a stock level of at least • • • • • • • • • • • • • • . | | |
|-------|--|---|--|
| 6.11. | not supply the Products to any other person in the Territory as $\blacksquare \blacksquare \blacksquare$ | | |
| 6.12. | | oply the Products to any person in the Territory ■ ■ ■ ■ ■ ■ ■ ■ ■ | |
| 6.13. | not appoint any other person as a distributor or agent for the Products in the Territory | | |
| | | outor shall not be liable to the Merchant if some person sells in | |
| Obli | igatio | ns of the Merchant | |
| 7.1. | The Me | erchant 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. | The Me | erchant agrees that it will • • • • • • • • • • • • : | |
| | 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 | name the Distributor and its subsidiaries as an additional, named insured •••••••••••••••••••••••••••••••••••• | |
| | 7.2.4 | provide to the Distributor a reasonable quantity of informational literature, $\blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare \equiv \blacksquare \equiv \blacksquare \equiv $ | |
| | 7.2.5 | maintain warranty and post-warranty repair services for the Products, appropriate | |

8. Compliance and regulation

| 8.1. | The Merchant agrees to assist and cooperate with the Distributor in securing regulatory approval for ** ** ** ** ** ** ** ** ** ** ** ** ** |
|------|---|
| 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 |
| 8.3. | The Distributor shall obtain [at its own expense], all registrations and regulatory approvals necessary to promote, sell •••••••••••••••••••••••••••••••••• |
| 8.4. | Each party shall maintain records of ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ |
| Pro | ducts 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

| | | | shall be entitled to terminate this agreement if in any calendar value of Products sold by |
|-----|-------|---------------------|---|
| | Year | | Total value |
| | 20xx | | |
| | 20xx | | |
| | 20xx | | |
| | OR | | |
| | | num sale ■ ■ ■ ■ | requirements for each Product and period are $\blacksquare \blacksquare \blacksquare$ |
| 11. | Dist | ributo | or's marketing obligations |
| | 11.1. | The Dis | stributor agrees that it will not during |
| | | 11.1.1 | sell any other product in the Territory which • • • • • • • • • • |
| | | 11.1.2 | be involved in any way in the manufacture or distribution in the Territory of ••••••••••••••••••••••••••••••••••• |
| | | 11.1.3 | sell the Products outside the Territory or sell them to any person the Distributor knows or ••••••••••••••••••••••••••••••••••• |
| | 11.2. | | stributor is solely responsible for compliance with all laws in any way to the importation, |
| | 11.3. | with the | stributor is solely responsible for payment of all costs associated importation and sale of the Products in the Territory, including f, •••••, ••••, ••••, ••••• |
| | 11.4. | The Di | stributor will: |
| | | 11.4.1 | procure that its marketing team attend the offices of the |

Merchant from time to time to report on the state of the market

| | | for the Products in the Territory and for ••••••••••••••••••••••••••••••••••• |
|-------------------------|------------------------|--|
| | 11.4.2 | spend not less than £ [0000] • • • • • • • • • • • • • • • • |
| | 11.4.3 | Provide an after sales service • • • • • • • • • • • • • • • • • • • |
| 11.5. | The Dis | stributor 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 were all legal requirements |
| | | ••. |
| | | |
| | | |
| Dist | ributo | r's liaison and reports |
| | | r will provide to the Merchant: |
| The D | istributo monthly | • |
| The D | monthly six mor | r will provide to the Merchant: y, a report in whatever |
| The D 12.1. 12.2. | monthly six mor whenev | r will provide to the Merchant: y, a report in whatever thinkly, an updated thinkly, an updated thinkly, an achange thinkly |
| The D 12.1. 12.2. 12.3. | monthly six mor whenev | r will provide to the Merchant: y, a report in whatever this is a second of the merchant: on the merchant: |
| The D 12.1. 12.2. 12.3. | monthly six mor whenev | r will provide to the Merchant: y, a report in whatever thilly, an updated yer a change thilly, a copy of all thilly, |

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' |
| | |
| | |
| 13.5. | The Prices are exclusive of value The Prices are exclusive of va |
| | •. |
| 13.6. | The maximum amount of |
| |] |
| | |
| 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 |
| 16. | Trar | nsportation |
| | [There | e are many ways and alternative deals possible. |
| | ■ ■ ■ <i>J.</i> | |

| 16.1. | | lowing Incoterms = = = = = = = = = = = = = = = = = = = |
|-------|-----------|--|
| | 16.1.1 | EXW [named • • • • , • • • • • • • • • •] • • • • |
| | 16.1.2 | FCA [named • • • • , • • • • • • • • • •] • • • • |
| | 16.1.3 | CPT [named • • • • , • • • • • • • • • • •] • • • • |
| | 16.1.4 | CIP - [|
| | 16.1.5 | DPU [named • • • • , • • • • • • • • •] • • • • ® 2020 . |
| | 16.1.6 | DAP [named • • • • , • • • • • • • • • • •] • • • • |
| | 16.1.7 | |
| | 16.1.8 | FAS [named • • • • , • • • • • • • • •] • • • • ® 2020 . |
| | 16.1.9 | FOB [named • • • • , • • • • • • • • • •] • • • • |
| | 16.1.10 | OCFR [named = = = , = = = = = = =] = = = ® 2020 |
| | | CIF [named • • • • , • • • • • • • • •] • • • • ® 2020 . |
| 16.2. | All right | ts, obligations, •••••••••••••••••••••••••••••••••••• |
| 16.3. | | otherwise agreed in this agreement so far |

Option 1

17. Payment terms

| 17.1. | ■■■] | stributor shall pay for each batch of Products not less than [28 |
|-------|-------------|--|
| OR | | |
| 17.2. | The Dis | stributor shall pay • • • • • • • • • • • • • • • • • • • |
| 17.3. | If the D]. | istributor fails to pay for |
| | 17.3.1 | suspend all further = = = = = = = = = = = = = = = = = = = |
| | 17.3.2 | sell any Products |
| OR | | |
| 17.4. | Payme | nt of the Price shall |
| 17.5. | All sum | s due under this agreement: |
| | 17.5.1 | shall be made in full, without any set- |
| | 17.5.2 | shall be paid by the due date, failing which the Merchant may charge |
| | | |
| | 17.5.3 | Payments will be made by the Distributor in pounds Sterling by |
| | 17.5.4 | shall be paid in |

| OR |
|---|
| 17.5.5 [specify method of payment and due date] |
| 17.6. On request, the Merchant will supply details |
| |
| 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 Sterling shall ■ ■ |
| |
| 17.9. Banking charges by the receiving bank on payments to the Merchant |
| |
| |
| 17.10. The parties shall collaborate |
| 17.11. Where credit has been agreed in writing between ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| |
| |

17.12. No right of set off shall arise.

Option 2

18. Payment on running credit account

| 18.1. | Payment is due to reach the |
|-------|--|
| | •••. |
| 18.2. | On request, the Merchant will supply details |
| | |

| | 18.3. | The Merchant's accounting system will automatically charge interest |
|-------|-------|--|
| | 18.4. | If money remains overdue after one month, the rate charged will be [1.5] = = = = = = = = = = = = = = = = = = = |
| Optio | on 3 | |
| 19. | Payı | ment by letter of credit |
| | 19.1. | Payment for a a a a a a a a a a a a a a a a a a a |
| | 19.2. | The Distributor shall within [7] days of • • • • • • • • • • • • • • • • • • |
| | 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. | |
| | 20.2.1 the Distributor |
| | 20.2.2 no other sums • • • • • • • • • • • • • • • • • • • |
| 20.3. | Until property in the Products passes to |
| 20.4. | The Distributor must store the Products (at no cost to the •••) •• |
| 20.5 | Despite any of the Products being owned by the Merchant, |
| 20.0. | |
| 20.6. | Any sale or dealing shall be a sale or use of ••••••••••••••••••••••••••••••••••• |
| | |
| 20.7. | Until property in the Products passes from the Merchant the entire proceeds of sale of the |
| | |
| 20.8. | The Merchant is entitled to recover |
| | |

| | 20.9. | If the Merchant asks the |
|-----|-------|---|
| | 20.10 | . If, when asked, the Distributor |
| | 20.11 | The Distributor must not pledge or in any way charge by way of |
| | 20.12 | . The Distributor must keep the Products insured to |
| | 20.13 | . If, when the Merchant asks, the Distributor fails to deliver to |
| | | |
| | 20.14 | The Distributor must immediately deliver the prescribed particulars of this contract to the Companies Registrar in accordance with 2006 25 . 25 . 25 . 25 . 25 . 25 . 25 . 25 |
| | | |
| | 20.15 | The Distributor will not move any Products |
| 21. | Prod | ducts defective or not as ordered |
| | 21.1. | The Merchant shall |
| | | 21.1.1 comply with their description on the order; and |
| | | 21.1.2 are of satisfactory • • • • • • / • • • • • • • • • • • • |
| | 21.2. | Immediately upon taking delivery of any Products, the Distributor shall |
| | | |

| | 21.3. | If the Distributor finds any defect in the quality or quantity of the Products, or a failure to comply with •••••••••••••••••••••••••••••••••••• |
|-----|-------|--|
| | 21.4. | If the Distributor claims that the Products were |
| | 21.5. | If the Merchant agrees with the shortage or defect, it will top • • • • • • • • • • • • • • • • • • • |
| | 21.6. | The Merchant will repair |
| | | 21.6.1 the defect is reported •••••••••••••••••••••••••••••••••••• |
| | | 21.6.2 the defect results only from faulty design; |
| | | 21.6.3 the Distributor has returned the |
| | 21.7. | If the Merchant agrees that it is liable, •••••••••••••••••••••••••••••••••••• |
| | 21.8. | If the Merchant repairs or replaces Products, the Distributor |
| | | |
| 22. | War | ranty and Service Policy |
| | | Merchant now warrants to the Distributor that: |
| | 22.1. | the Products will be •••••; |
| | 22.2. | it is not aware of any rights of any third party |

| | 22.3. | each Product will be free from defects in performance for its |
|-----|-------|---|
| | | |
| | 22.4. | In the event that the Distributor or Customer |
| | | |
| | 22.5. | If the Merchant accepts the possibility of the Product being defective, it will ask the Distributor to return it to the Merchant, |
| | | |
| | | |
| | | |
| 23. | Disc | claimers and limitation of liability |
| | 23.1. | The law differs from one |
| | 23.2. | Conditions, warranties or other terms implied by • • • • • • • • • |
| | | |
| | 23.3. | The Merchant is not |
| | | 23.3.1 the Product • • • • • • • • • • • • • • • • • • • |
| | | ■■; |
| | | 23.3.2 the Product that has been • • • • • • • • • • • • • • • • • • |
| | | |
| | | 23.3.3 the model or serial number • • • • • • • • • • • • • • • • • • • |
| | 23.4. | The Merchant shall not |
| | | 23.4.1 indirect or consequential loss; or |
| | | ==:::: :::::::::::::::::::::::::::::::: |

| | 23.4.2 e | conomic loss or other loss of turnover, profits, |
|-------|--|---|
| 23.5. | the liabilit | graph (and any other paragraph which excludes or restricts by of the Merchant) applies to the Merchant's directors, |
| 23.6 | ■■■. | the case of death or personal injury, the total liability of the |
| 20.0. | Merchant | under \blacksquare |
| | | |
| 23.7. | Nothing in | n this agreement shall be construed |
| | | •••••••••• |
| | | |
| Mut | ual Inde | emnities |
| | | |
| 24.1. | | ibutor agrees to indemnify the Merchant against any loss, or liability suffered |
| 24.1. | damage o | |
| 24.1. | damage | or liability suffered |
| 24.1. | damage d | or liability suffered |
| 24.1. | 24.1.2 th | or liability suffered |
| 24.1. | 24.1.2 th | or liability suffered |
| 24.1. | 24.1.2 th | or liability suffered |
| 24.1. | 24.1.2 the second secon | or liability suffered |

24.2. This paragraph (and any other paragraph which excludes or restricts

the liability of the Merchant or provides an indemnity to it) applies \blacksquare \blacksquare

| | 1999 / |
|-------|---|
| 24.3. | The Merchant agrees to indemnify the I I I I I I I I I I I I I I I I I I |
| | 24.3.1 any act, neglect or • • • • • • • • • • • • • • • • • • |
| | 24.3.2 the proven infringement • • • • • • • • • • • • • • • • • • • |
| | provided that such liability has not |
| | |
| Assi | ignment |
| 25.1. | Neither party may assign, delegate, sub-contract, mortgage, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| | : |
| AND/ | OR |
| 25.2. | A party may assign and transfer all its rights and obligations under this agreement to |
| OR | |
| 25.3. | The Distributor shall not be entitled to assign this agreement or any of its |

26. Sale of business or change of Control

26.1. Any change of Control of the Distributor whether

26.2. If the Merchant terminates the contract on account of a change of Control,

26.3. The fact that after the change of Control,

26.3. The fact that after the change of Control,

26.4. The fact that after the change of Control,

26.5. The fact that after the change of Control,

26.6. The fact that after the change of Control,

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26.4. The Distributor agrees that this provision is fair.

27. Confidential Information

| 27.1. | In resp | ect of the Confidential |
|-------|---------|--|
| | 27.1.1 | keep all records of |
| | 27.1.2 | use its best endeavours |
| | 27.1.3 | not store, copy, or use the Confidential |
| | | [|
| | 27.1.4 | not use or disclose Confidential Information except to such |
| | 07.4.5 | |
| | 27.1.5 | explain to all relevant employees agents and sub-contractors about |
| | | •. |
| | 27.1.6 | from today until the expiry of five years from the termination of |

| 27.2. | This pa | aragraph does not apply to disclosure: |
|---|---------------------|--|
| | 27.2.1 | made by order of the court; |
| | 27.2.2 | of information or knowledge which comes |
| | | ; |
| | 27.2.3 | as may be minimally necessary to ••••••••••••••••••••••••••••••••••• |
| | | |
| The obligations set out in this paragraph | | |
| The c | bilgatior | is set out in this paragraph • • • • • • • • • • • • • • • • • • • |
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| Inte | llectua Merchant | al Property |
| Inte | llectua derchant | al Property now authorises the Distributor to use certain • • • • • • • • • • • • • • • • • • • |
| Inte | llectua derchant | al Property I now authorises the Distributor to use certain |
| Inte The N 28.1. | llectua derchant | al Property I now authorises the Distributor to use certain |

28.6. cause or permit anything which

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.....................;

28.5. use any trade mark of its own **...**

| | 28.8. | use in its own business, |
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| | But th | nat it will: |
| | 28.9. | notify the Merchant • • • • • • • • • • • • • • • • • • • |
| | 28.10. | |
| | 28.11. | ; |
| | 28.12. | |
| | 28.13. | |
| | 28.14. | |
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| 29. | Data | a Protection Act 2018 Compliance |
| | 29.1. | |
| | | 2018. |
| | | |
| | 29.2. | |

| 30 | Duration | and torn | nination |
|-----|-----------------|----------|----------|
| JU. | Duration | and tern | unation |

30.1.

30.2. This agreement shall continue until terminated:

30.2.1 on [date];

OR

30.2.2

AND

30.2.3

30.2.4

30.2.5

| 31. Upon | termination |
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| 31.1. | | | | | | • | | | | | | - 1 | | | | | | - 1 | | | | | | |
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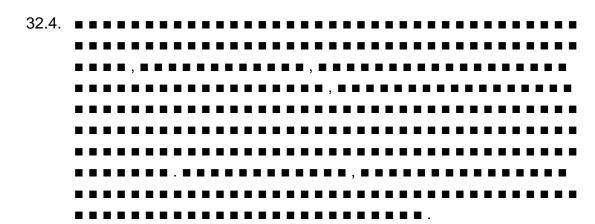
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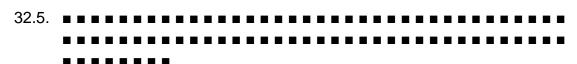
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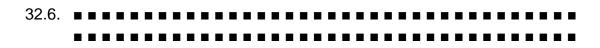
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| | It shall be deemed to have been delivered: |
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Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement.

For, and on behalf of [name]

print name

Witness to signature: [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 | 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; |
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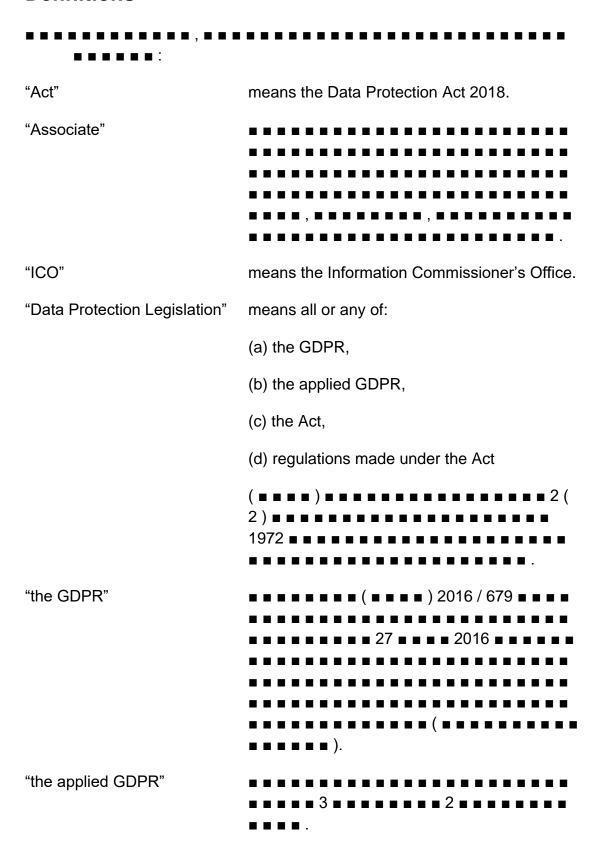
Who pays cost of travel and accommodation?

Schedule 5: After sales service

Schedule 6: Batch Payment

Schedule 7: Data Protection Act 2018 Compliance

1. Definitions



| | "Law | Enforcemen | t Directive" | | | | ■) 2016 <i>i</i> ■ ■ ■ ■ 1 ■ ■ ■ 201 | | |
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| 2. | Data | a Protect | ion | | | | | | |
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| 3.12. | provide reasonable assi | | n: | |
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| | | 3.12.5 | |
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| 4. | Pos | t termination | |
| | 4.1. | : | ••••• |
| | | 4.1.1 | |
| | | 4.1.2 | |
| | | 4.1.3 | |
| | | 4.1.4 | |
| | 4.2. | | , |
| 5. | War | ranty and acceptance of liability | |
| | 5.1. | | |



5.2.

Appendix 1 to Schedule 7

Data Processing Activities

What either party may process in each category

| 1. | | |
|----|-------|--|
| | 1.1. | Name |
| | 1.2. | Address |
| | 1.3. | Email address |
| | 1.4. | Telephone number |
| | 1.5. | ,, |
| | | |
| | 1.6. | |
| | 1.7. | [] |
| 2. | Proce | sing the data of these data subjects |
| 3. | ••• | |
| | 3.2. | |
| 4. | Reter | ion period |
| | 4.1. | |
| | | 4.1.1. for accounting and taxation purposes; |
| | | 4.1.2. |
| | | 4.1.3. |
| | 4.2. | |

Explanatory notes

Distribution agreement: merchant version

General notes

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2. Document review service

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

Notes numbering refers to paragraph numbers.

.

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 = = = = = = = = = = = = , = = = = = = |
| 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 che what definitions are needed and whether they really ••••••••••••••••••••••••••••••••••• | |
|--|------------|
| Interpretation | |
| Leave these items in place unless there is a good reason to edit or remove Each of these items has been carefully considered in the context of this agreement and has been included for a purpose. |) . |
| Relationship of parties | |
| Confirms authority of an organisation to make the deal. If you are dealing a company and do not know who has authority to | |
| Entire agreement | |
| This paragraph prevents a party from later saying it was relying on some of document or web site or what was said. If other documents are to be relied on, let them be listed | |
| This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. For example, most directors will be employees. It is important | |
| Appointment of Distributor | |
| We have placed this important provision in a separate paragraph to ■ ■ ■ ■ ■ ■ ■ ■ ■ . | |
| Obligations of the Distributor | |
| A menu of possibilities. Add and delete ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . | |
| Obligations of the Merchant | |
| These obligations are intentionally vague. Add and delete ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ | |
| Compliance and regulation | |
| This provision is usually most important when selling abroad. We have no idea what compliance or registration and control | |

2.

3.

4.

5.

6.

7.

8.

Delete if not required.

| | 10. | Minimum | sale red | guiremen | ts |
|--|-----|---------|----------|----------|----|
|--|-----|---------|----------|----------|----|

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

13. The Price

14. Orders and acceptance

| | ••••••• |
|-----|--|
| 15. | Delivery |
| | There is an infinite number of possible arrangements. |
| 16. | 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 the UK, 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/ |
| 17. | Payment terms |
| | In this and the following [paragraphs we have provided ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
| 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 |
| | |
| | |
| | The mention of "not a penalty" is necessary because a higher rate of |
| | |
| 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 = = = = = = = = = = = = = = = = = = |
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| | 2.1. | 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. | | | | |
|-----|---|---|--|--|--|--|
| | 2.2. | If your goods are far away, the chance of success in asserting ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ | | | | |
| | 2.3. | The only secure way to ••••••••••••••••••••••••••••••••••• | | | | |
| | 2.4. | Payment through an LC is universally acknowledged and | | | | |
| | 2.5. | If you must give credit the terms we have proposed will give you the strongest protection •••••••••••••••••••••••••••••••••••• | | | | |
| | | | | | | |
| 21. | Produ | icts defective or not as ordered | | | | |
| | Matte | rs for your judgement. | | | | |
| 22. | Warra | inty and Service Policy | | | | |
| | | re making promises here. As they are, they conflict to some extent with ragraph on your disclaimers. | | | | |
| 23. | Disclaimers and limitation of liability | | | | | |
| | Matte | rs for your judgement. | | | | |
| 24. | Mutua | al indemnities | | | | |
| | | ave provided far more protection for the Merchant than for the outor. | | | | |
| 25. | Assig | nment | | | | |
| | provis | careful thought to this. It is not an alternative to a "Change of control" ion. This paragraph deals with what happens if one party wants to sell asfer | | | | |

| | ••• | |
|-----|--------------|---|
| | | ider the circumstances on both sides which may require an assignment. |
| | | |
| | We gi | ive you these options: |
| | 2.6. | Neither party may assign the contract |
| | | Action: use first option and del second |
| | 2.7. | Both parties may assign. |
| | | Action: delete all |
| | 2.8. | Both • • • • • • • • • • • • • • • • • • • |
| | | Action: leave as is. |
| | 2.9. | You may assign but not other party. |
| | | Action: edit |
| | 2.10. | A party may |
| | | Action: use second alternative and delete first. |
| 26. | Sale | of business or change of Control |
| | The la | ast paragraph on "assignment" does |
| | | |
| | may I | actice however, the personal element may be important to you or you |
| | | |
| | ••• | ,,,, |
| | Of co | urse, it also • • • • • • • • • • • • • • • • • • • |
| | | |

| 27. | Confidential Information |
|-----|---|
| | Needs to • • • • • • • • • • • • • • • • • • |
| 28. | Intellectual Property |
| | 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 |
| | |
| | |
| | |
| | |
| 29. | 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://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/contracts/ |
| | Please note that we |
| | The Appendix is for you to edit. We have entered |
| | |
| | We suggest leave • • • • • • • • • • • • • • • • • • • |
| 30. | Duration and termination |
| | It is usual to terminate on notice, but if |
| | |
| 31. | Upon termination |
| | This is the time when the parties may ••••••••••••••••••••••••••••••••••• |
| | |

32.

Miscellaneous matters

| Rights of Third Parties Act - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |
|---|
| |
| |
| A number of points which solicitors ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ |

End of notes