

UK-MADdis01

## **Distribution agreement: merchant version**

**Dated:** [date]

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5.2. [\[Subject to this agreement, the Distributor is free to promote and market the Products in any](#) [redacted].

**6. Obligations of the Distributor**

The Distributor agrees that it will [redacted]:

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 six years;

6.2.3 the personal name, corporate name, physical address and email address of every Customer and send the [redacted].

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

6.3. maintain systems and procedure whereby all used Products returned by Customers are not cleaned or refurbished and re-sold [redacted];

6.4. use only advertising and promotional material for the Products which [redacted];

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

6.6. make no representations or warranties with respect to the Products other than those [redacted];

6.7. attend, through its employees, training and sales meetings and events as required by the Merchant so as to [redacted];

6.8. provide to the Merchant a monthly forecast of sales [redacted];

6.9. buy at least the amount of Products specified in the forecast for the first [redacted];













..... , .....  
.....

OR

14.4. Nothing said or done by the Merchant .....  
..... , .....  
.....

## 15. Delivery

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. Transportation

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















- 21.3. If the Distributor finds any defect in the quality or quantity of the Products, or a failure to comply with [REDACTED], [REDACTED]. [REDACTED] [ 7 ] [REDACTED], [REDACTED].
- 21.4. If the Distributor claims that the Products were [REDACTED] - [REDACTED], [REDACTED].
- 21.5. If the Merchant agrees with the shortage or defect, it will top [REDACTED] / [REDACTED].
- 21.6. The Merchant will repair [REDACTED]:
- 21.6.1 the defect is reported [REDACTED] [ 12 ] [REDACTED];
- 21.6.2 the defect results only from faulty design;
- 21.6.3 the Distributor has returned the [REDACTED].
- 21.7. If the Merchant agrees that it is liable, [REDACTED].
- 21.8. If the Merchant repairs or replaces Products, the Distributor [REDACTED], [REDACTED].

## 22. Warranty and Service Policy

The Merchant now warrants to the Distributor that:

- 22.1. the Products will be [REDACTED];
- 22.2. it is not aware of any rights of any third party [REDACTED].

.....  
.....

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. Disclaimers 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



....., ....., ....., ....., .....  
 ..... ( ..... )  
 ..... ( ..... ) ..... 1999 / ..... ( ..... )  
 ..... ) ( ..... ) ..... 2017 , .....  
 .....

24.3. The Merchant agrees to indemnify the ..... ,  
 ..... , .....  
 .....

24.3.1 any act, neglect or .....  
 ..... ;

24.3.2 the proven infringement .....  
 .....

provided that such liability has not .....  
 .....  
 .....

**25. Assignment**

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 .....  
 .....  
 .....  
 .....



















## Schedule 1: The Products and Prices

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



## **Schedule 2: Description of after sales service required**

## **Schedule 3: Minimum sale requirements**



## **Schedule 5: After sales service**

## **Schedule 6: Batch Payment**



“Law Enforcement Directive”

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,  
2008 / 977 / .

" , " , " - " , "  
" , " , " " " "  
, .

“ ”,  
.  
.

## 2. Data Protection

2.1. .

2.2. .

2.3. 1 .

## 3. How the Merchant and the Distributor shall process data

:  
:























.....

**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 ..... :



.....

Consider the circumstances on both sides which may require an assignment. This paragraph provides a deterrent .....

We give 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 last paragraph on "assignment" does .....

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

Of course, it also .....





