

UK-MADdis09

## **Distribution agreement: short version**

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



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corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation,

“Customer”

## "Intellectual Property"

“Product”

## “Territory”

“Price” / “Prices”

## 2. Interpretation

2.1 A reference to one gender shall include any or all genders and a reference to the singular may be interpreted as a reference to the plural.







- 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. 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]]*

## 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 [REDACTED], [REDACTED].
- 5.2 [Subject to this agreement, the Distributor is free to promote and market the Products in any [REDACTED] [REDACTED]].

## 6. Obligations 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 maintain systems and procedure whereby all used Products returned by Customers are not cleaned or refurbished and re-sold - ;
- 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 make no representations or warranties with respect to the Products other than 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 ;
- 6.12 not supply 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 .



[illegible]

## 7. 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** The Merchant agrees that it will ■■■■■■:

7.2.1 provide marketing direction and guidance to the Distributor;

[illegible]

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 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■  
■■■■■■■■■.

## 8. Compliance and regulation

[illegible][illegible][illegible]



8.4 Each party shall maintain records of ■■■■■■■■■■.

## 9. Products recall

[illegible]

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 \_\_\_\_\_ ,  
\_\_\_\_\_ .

[illegible]

## 10. Minimum sale requirements

The Merchant shall be entitled to terminate this agreement if in any calendar year the total value of Products sold by \_\_\_\_\_.

Year	Total value
------	-------------

20XX

20XX

20XX

OR

Minimum sale requirements for .....  
.....3.



## 11. Distributor's marketing obligations

**11.1 The Distributor agrees** .....  
.....:

[illegible][illegible][illegible]

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:

[illegible][illegible][illegible]

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**















16.4 Payment of the Price shall ..... 30 .....  
.....

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 the Merchant may  
charge .....  
..... [ 8 ]% .....  
..... ;

16.5.3 Payments will be made by the Distributor in pounds Sterling by  
.....  
..... / .....  
.....

16.5.4 shall be paid in .....  
..... [ ..... ] .

OR

16.5.5 [specify method of payment and due date]

16.6 On request, the Merchant will supply details .....  
.....  
.....

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 Sterling shall .....  
.....  
.....  
.....

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



**16.10 The parties shall collaborate**

[illegible]

16.12 No right of set off shall arise.

## Option 2

## 17. Payment on running credit account

17.1 Payment is due to reach the .

**17.2 On request, the Merchant will supply details**

[illegible][illegible]

## 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 ■■■■■■ , ■■■■■■  
■■■■■ :

[illegible]















- [illegible]

## 21. Disclaimers and limitation of liability

- [illegible]



21.5 This paragraph (and any other paragraph which excludes or restricts the liability of the Merchant) applies to the Merchant's directors, ■■■■, ■■■■, ■■■■, ■■■■ (■■■■) (■■■■) (■■■■) 1999 / ■■■■ (■■■■) (■■■■) 2017, ■■■■.

21.6 Except in the case of death or personal injury, the total liability of the Merchant under ■■■■, ■■■■, ■■■■ ■■■■ £ [ 10 , 000 ]. ■■■■, ■■■■.

21.7 Nothing in this agreement shall be construed ■■■■.

## 22. Mutual 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 the Merchant or provides an indemnity to it) applies ■■■■, ■■■■, ■■■■, ■■■■ (■■■■) (■■■■) 1999 / ■■■■ (■■■■)







## 24. Sale 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, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

[illegible]

24.4 The Distributor agrees that this provision is fair.

## 25. Confidential Information

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















[illegible][illegible][illegible]

### 30. Miscellaneous matters

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[illegible][illegible][illegible]

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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;

.....  
.....;

.....;

Who pays cost of travel and accommodation?



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



## **Schedule 6: Batch Payment**







“Law Enforcement Directive” ( ) 2016 / 680

27 2016  
, ,  
,  
2008 / 977 / .

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

“ ”,  
.  
.

## 2. Data Protection

2.1. .

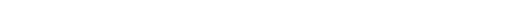
2.2. .

2.3. 1 .



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

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

3.7. 











3.12. provide reasonable assistance to each other in:

**3.12.1**


[illegible][illegible]

3.12.4 ■■■■■■■■■■, ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■:

[illegible][illegible]

#### 4. Post termination

[illegible][illegible][illegible]

4.1.3   
,   
:

**4.1.4**



[illegible]

## 5. Warranty and acceptance of liability

[illegible][illegible]



## Appendix 1 to Schedule 7

## Data Processing Activities

**What either party may process in each category**

[illegible]

1.1. Name

## 1.2. Address

### 1.3. Email address

#### 1.4. Telephone number

1.5. ■■■■ , ■■■■ , ■■■■ - ■■■■  
 ■■■■ , ■■■■  
 ■■■■

[illegible][illegible]

## 2. Processing the data of these data subjects

[illegible]

3. 

3.1. 

[illegible]

#### 4. Retention period

[illegible]

4.1.1. for accounting and taxation purposes;

[illegible][illegible]



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



## Explanatory notes:

## Distribution agreement: short version

## Paragraph Specific notes:

### Comments relating to specific numbered paragraphs

## 1. Definitions

[illegible][illegible]

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

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]







[illegible]



[illegible]

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

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



## 20. Warranty and Service Policy

You are making promises here. As they are, they conflict to some extent with  
the paragraph on your disclaimers.

.

## 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.

[REDACTED]

## 23. Assignment

[illegible][illegible]

We give you these options:

23.1. Neither party may assign the contract

Action: use first option and del 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.











**Please note** that we ..... 7 .....

[illegible]

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

[illegible][illegible]

Rights of Third Parties Act -

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