

ZA-MADdis01

Distribution agreement: merchant side

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 ■■■■■■:

[illegible]

information about staff and their personal contact information,

[illegible]

It includes information about the Intellectual Property and ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ .

"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

[illegible]

- [illegible]

- [illegible]

- 2.13. all money sums mentioned in this agreement are calculated net of VAT, which ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

- [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].

- [illegible]

- 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 .
- 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 :

- [illegible]

- 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

- [illegible]

6. Obligations of the Distributor

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

- [illegible]

- [illegible]

[illegible]

7. Obligations of the Merchant

- [illegible]

- 7.2.3 name the Distributor and its _____, _____
_____;
- 7.2.4 provide to the Distributor _____
_____, _____, _____;
- 7.2.5 maintain warranty and post-warranty _____
_____, _____
_____.

8. Compliance and regulation

- 8.1. The Merchant agrees to assist and cooperate [REDACTED].
- 8.2. For all purposes in connection with regulatory approval and display to potential Customers, the Merchant will sell [REDACTED] [REDACTED] 10 % [REDACTED]
[REDACTED] [REDACTED] 25 % [REDACTED]. [REDACTED], [REDACTED].
- 8.3. The Distributor shall obtain [at its own expense], [REDACTED], [REDACTED].
- 8.4. Each party [REDACTED].

9. Products recall

- [illegible]

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 Merchant shall be entitled to terminate this agreement if _____

 _____.

[illegible]

11.1. The Distributor agrees _____
_____ :

[illegible]

13. The Price

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'

13.6. The maximum amount of [] .

14. Orders 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. 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.
.....
.....,
].*

- 16.1. The following Incoterms
.....:
- 16.1.1 EXW [named ,] ®
2020 .
- 16.1.2 FCA [named ,] ® 2020
.
- 16.1.3 CPT [named ,] ® 2020
.
- 16.1.4 CIP [named ,] ® 2020
.
- 16.1.5 DPU [named ,] ® 2020
.
- 16.1.6 DAP [named ,] ® 2020
.
- 16.1.7 DDP [named ,] ® 2020
.
- 16.1.8 FAS [named ,] ® 2020
.

■

2

■

[illegible][illegible]

Option 1

17. Payment terms

.....

OR

6.

□ □ ; □ □ □ □ / □ □ □ □

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

OR

.....

17.5. All sums 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 the [8]%
;
- 17.5.3 Payments will be made by the Distributor in Rand 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 Rand shall be
.
- 17.9. Banking charges by the receiving bank on payments to the Merchant
.
- 17.10. The parties shall collaborate
.

30

- 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
- 20.3. Until property in the Products passes to ,
- 20.4. The Distributor must store the Products (at no cost to the)

- [illegible]

21. Products defective or not as ordered

21.1.1 comply with their description on the order; and

21.1.2 are of satisfactory ■■■■■■ / ■■■■■■
■■■■■;

21.3. If the Distributor finds any defect in the quality or quantity of the Products, or a failure to comply with _____, _____ . _____ [7] _____ , _____ .

[illegible]

21.5. If the Merchant agrees with the shortage or defect, it will top /

[illegible]

21.6.2 the defect results only from faulty design;

[illegible]

22. Warranty and Service Policy

23. Disclaimers and limitation of liability

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24. Mutual Indemnities

[illegible]

24.2. ■■■■■■ (■■■■■■
 ■■■■■■
 ■■■■■■) ■■■■■■ ,
 ■■■■ , ■■■■ , ■■■■ , ■■■■■■
 ■■■■■■ .

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

25. Assignment

26. Sale of business or change of Control

[illegible][illegible]

26.4. The Distributor agrees that this provision is fair.

27. Confidential Information

27.1.5

-
-
-

27.2. This paragraph does not apply to disclosure:

27.2.1 made by order of the court;

27.2.3

31.5.

[illegible][illegible]

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorization by their respective employer or principal to enter into this agreement

For, and on behalf of [name]

```
print name
```

Witness to signature:

Name:

Address

For, and on behalf of [\[name\]](#)

print name

Witness to signature:

Name:

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

Explanatory notes:

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

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

But if you do change the defined word, **make sure it applies to every use** ■■■■■■■■■■■■■■■■■■■■■■.

2. Interpretation

[illegible]

3. Relationship of parties

4. Entire agreement

[illegible]

[illegible][illegible]

18. Payment on running credit account

[illegible]

21. Products defective or not as ordered

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

22. Warranty and Service Policy

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

.

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:

- [illegible]

29. Duration and termination

30. Upon termination

31. Miscellaneous matters

End of notes