

ZA-MADdis06

## **Consignment and distribution agreement: distributor version**

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

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2.12 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 translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

### 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 [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. Warranties by Merchant

The Merchant now warrants to Super Network that:



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

## 7. Representative liaison

7.1 With effect from today Super Network and the Merchant will .....  
.....  
.....

7.2 Super Network will provide a document setting out detailed practical .....  
.....  
.....

7.3 The representative of a party at a design review meeting shall be a  
person with .....  
..... , .....  
.....

## 8. Consignment Stock management

Super Network .....

8.1 Super Network and the Merchant shall mutually agree .....  
.....  
..... 1 .

8.2 An appropriate level of Consignment Stock is for between [ .....  
..... ] .....  
.....

8.3 It is the responsibility of the Merchant .....  
..... , .....  
..... :

8.3.1 The Merchant shall calculate from Super Network records  
supplied, the likely .....  
.....  
.....



8.3.2 The warehouse manager shall send to the Merchant a formal [REDACTED], [REDACTED].

8.3.3 The Merchant shall deliver the Consignment Stock.

8.4 [Based on orders taken,] Super Network shall purchase whatever quantity of Product it requires [from time to time / [REDACTED]] [REDACTED].

8.5 Title in the Products ordered shall pass from [REDACTED] [REDACTED].

8.6 The space allocated to [REDACTED].

8.7 If ever Super Network decides to allocate less space or no space to a Product it may give notice to Merchant [REDACTED].

## 9. Delivery to Super Network

9.1 Products shall be shipped by the Merchant CIF ([REDACTED], [REDACTED], [REDACTED]) [REDACTED].

9.2 Risk shall pass when the Super Network warehouse manager hands a signed form of acceptance to the driver. [REDACTED] " [REDACTED] " [REDACTED]. [REDACTED]. [REDACTED]. [REDACTED].

OR

9.3 Super Network is solely responsible for payment of all costs associated with [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED].

9.4 In the event that any person or authority charges Super Network for some service or tax in connection with the Products, Super [REDACTED]  
[REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED].

9.5 Product will not be accepted by Super Network unless each package or unit designed for point-of-sale is marked with [REDACTED],  
[REDACTED], [REDACTED]  
[REDACTED] - [REDACTED]  
[REDACTED] ([REDACTED]) [REDACTED]. [REDACTED]  
[REDACTED]  
[REDACTED].

OR

9.6 Product will not be accepted by Super Network unless each [REDACTED]  
[REDACTED] - [REDACTED] - [REDACTED]  
[REDACTED]  
[REDACTED].

9.7 So far as any failure by Merchant to supply the required information [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

9.8 If Super Network accepts an order for a Product for which [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

9.9 The Merchant will pack with every Product, [REDACTED]  
[REDACTED]  
[REDACTED].

9.10 The Merchant will maintain warranty and post- [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

## 10. Transportation

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

10.1 The following Incoterms . . . . . :  
 . . . . . :

10.1.1 EXW [named . . . . . , . . . . . ] . . . . . ®  
 2020 .

10.1.2 FCA [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.3 CPT [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.4 CIP [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.5 DPU [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.6 DAP [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.7 DDP [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.8 FAS [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.9 FOB [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.10 CFR [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.1.11 CIF [named . . . . . , . . . . . ] . . . . . ® 2020  
 .

10.2 All rights, obligations, . . . . .  
 . . . . . .

10.3 Unless otherwise agreed in this agreement so far [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

## 11. The Price

11.1 The Price shall be the price [REDACTED]  
[REDACTED]  
[REDACTED].

OR

11.2 The Merchant will sell the [REDACTED]  
[REDACTED] 1.

AND

11.3 Once agreed, the Price for the [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].

OR

11.4 The Merchant may increase the Prices at any time upon giving [12]  
weeks [REDACTED]. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

11.5 The Prices are exclusive of value [REDACTED]  
[REDACTED]  
[REDACTED].

11.6 The maximum amount of [REDACTED] [REDACTED]  
[REDACTED].

11.7 Super Network may choose the [REDACTED]  
[REDACTED].

## 12. Purchase procedure: deductions and invoicing

12.1 The Merchant shall issue an invoice [REDACTED]  
[REDACTED]  
[REDACTED].

12.2 Super Network will pay the Merchant within [30] ;  
.  
,  
:

12.2.1 any debt ;

12.2.2 agreed costs of any marketing ;

12.2.3 the invoiced price of Products returned by Customers;

12.2.4 Products ordered by Super Network in ;

12.2.5 a reserve against possible future , [ 10 ] .

12.2.6 agreed fixed costs of any future marketing programme;

12.3 At any time, the Parties may agree the terms of a specific promotional  
campaign for . ,  
.  
.

### 13. Terms of payment by Super Network for Products

13.1 All sums due under this agreement:

13.1.1 shall be made in full, without any set-  
.  
.

13.1.2 shall be paid by the due date, failing which the Merchant may  
charge Super  
[ 5 ] % ;

13.1.3 Payments shall be made by Super [redacted]

OR

13.1.4 Payments shall be made by Super Network [redacted]

OR

13.1.5 [specify method of payment and due date]

13.2 On request, the Merchant will supply [redacted]

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

13.4 Any sum due under this agreement not expressed in Rand shall be [redacted]

13.5 Banking charges by the receiving bank on payments to the Merchant [redacted]

13.6 The parties shall collaborate [redacted]

13.7 Where credit has been agreed in writing between [redacted], [redacted] 30  
[redacted].

13.8 No right of set off shall arise.

## 14. Fees for Super Network services

- 14.1 Fees for all services provided .....  
..... 2 .
- 14.2 Fees shall be invoiced in any month for obligations incurred by Merchant .....  
..... [ 14 ] ..... / .....  
..... .
- 14.3 The Price to be paid by Super .....  
.....  
..... .

## 15. Loss of, or damage to Consignment Stock

- 15.1 Super Network will pay the Merchant the replacement cost of any Consignment Stock .....  
..... , .....  
..... . .....  
..... :
- 15.2 that occurred before .....  
..... .
- 15.3 to the extent that it arose directly .....  
.....  
..... .
- 15.4 which is indirect, incidental, consequential, or special damages including, but ..... , .....  
..... , .....  
..... .
- 15.5 Each of the parties undertakes to assist the .....  
.....  
..... .







## 18. Super Network right of resale to the Merchant

If any Customer returns a Product to Super Network [REDACTED], [REDACTED] - [REDACTED] [REDACTED] [REDACTED], [REDACTED]:

- 18.1 Super Network shall invoice [REDACTED] [REDACTED].
- 18.2 the consequent sum due [REDACTED] [REDACTED] [ 28 ] [REDACTED].
- 18.3 the Products shall become Consignment Stock.
- 18.4 Super Network may require the [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED].

## 19. Marketing arrangements

- 19.1 Super Network will list and display the Products in [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].
- 19.2 Subject to this agreement, Super Network is [REDACTED] [REDACTED] [REDACTED].
- 19.3 Super Network may offer marketing [\[opportunities / promotions\]](#) to [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].
- 19.4 The Merchant agrees that from time to time it will be necessary for [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].
- 19.5 Super Network agrees [REDACTED] [REDACTED]:
  - 19.5.1 sell any other [REDACTED] [REDACTED];

19.5.2 be involved in any way in [REDACTED]  
[REDACTED]  
[REDACTED];

19.5.3 sell the Products outside the Territory or [REDACTED]  
[REDACTED]  
[REDACTED].

19.6 Super Network is solely responsible for compliance with [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

19.7 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] 3].

## 20. Reconciliation of stock records

20.1 [REDACTED]  
[REDACTED];

20.1.1 shipped to a Logistics Centre;

20.1.2 recorded as received at a Logistics Centre;

20.1.3 sold out of the Logistics Centre;

20.1.4 paid for by Super Network;

20.1.5 returned by a Customer;

20.1.6 returned by Super Network to the Merchant.

20.2 [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

20.3 [REDACTED] [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED].



22.5 [ ] : , , , .

## 23. Insurance

, , :

23.1 , [ 0000 ] .

23.2 [ 0000 ] .

23.3 .

## 24. Mutual Indemnities

24.1 , : , :

24.1.1 , ;

24.1.2 ;

24.1.3 ;

24.1.4

.....  
.....

24.2 .....  
....., ....., .....  
.....:

24.2.1 ....., .....  
....., ....., .....  
.....;

24.2.2 .....  
.....;

24.2.3 .....  
....., ..  
.....;

24.2.4 ....., .....  
.....;

24.2.5 .....  
.....  
......

24.3 .....  
.....  
.

24.4 ..... ( .....  
..... ) ..... ,  
....., ....., .....  
......

## 25. Disclaimers and limitation of liability

25.1 .....  
.....  
.....

25.2 .....  
....., .....  
.....

















33.15 ■■■■■■■■■■, ■■■■■■■■■■  
■■■■■■■■■■  
■■■■■■■■■■  
■■■■■■■■■■ .

**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:

Name:

Address

For, and on behalf of [name]

print name

Witness to signature:

Name:

Address

## Schedule 1 The Products and Prices

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

## **Schedule 2 Super Network's Fees**



## **Schedule 3    The sales training scheme**











.....  
.....

**28. Intellectual Property**

This is .....  
.....

**29. Assignment**

Give careful thought to this. It is not an alternative to a “Change of .....”  
.....  
.....  
.....  
.....  
.....

Consider the circumstances on both sides which may .....  
.....  
.....  
.....

We give you these options:

- Neither party may assign the contract  
Action: use first option and delete second
- Both parties may assign.  
Action: delete all
- Both .....  
.....  
Action: leave as is.
- You may assign but not other party.  
Action: edit .....  
.....
- A party may .....  
.....  
Action: use second alternative and delete first.

**30. Sale of business or change of Control**

