

Standard Distributor Agreement

This **standard distributor agreement** contract form sample outlines the essential terms and conditions between a supplier and a distributor. It ensures clear responsibilities, payment terms, and product handling guidelines. This template helps streamline the onboarding process and fosters a professional business relationship.

1. Parties

Supplier: [Supplier Name], a [Corporation/LLC/etc.] organized under the laws of [State/Country], with its principal place of business at [Address].

Distributor: [Distributor Name], a [Corporation/LLC/etc.] organized under the laws of [State/Country], with its principal place of business at [Address].

2. Appointment

The Supplier hereby appoints the Distributor as its [exclusive/non-exclusive] distributor for the products listed in **Exhibit A** in the following territory: [Defined Territory]. The Distributor accepts the appointment and agrees to actively market, sell, and distribute the Products.

3. Term

This Agreement shall commence on [Start Date] and shall continue for [duration], unless earlier terminated as provided herein.

4. Distributor Obligations

- Purchase Products only from Supplier.
- Meet or exceed annual sales quotas as defined in **Exhibit B**.
- Maintain adequate inventory and facilities for the Products.
- Provide prompt and professional customer service.
- Comply with all applicable laws and regulations.

5. Supplier Obligations

- Supply Products to Distributor in agreed quantities and schedule.
- Support Distributor with up-to-date product information and training.
- Replace or repair defective products according to the warranty policy.
- Assist Distributor with marketing materials as reasonably requested.

6. Prices and Payment Terms

The Distributor shall purchase Products at the prices listed in **Exhibit C**. Payment is due [payment terms, e.g., 30 days after invoice date]. Late payments are subject to [late fee terms, if any].

7. Confidentiality

Both parties agree to keep confidential all proprietary information obtained from the other party during the term of this Agreement and not to disclose such information to any third party without prior written consent.

8. Termination

This Agreement may be terminated by either party upon [number] days' written notice, or immediately in the event of a material breach not remedied within [number] days of notice.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles.

10. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.
- All amendments must be made in writing and signed by both parties.
- If any provision is held invalid, the remainder shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Supplier:

Name:
Title:
Date:

Distributor:

Name:
Title:
Date:

Exhibits

- **Exhibit A:** Product List
- **Exhibit B:** Sales Quotas
- **Exhibit C:** Price List