

International Distribution Contract

This **international distribution contract** form sample provides a comprehensive template for businesses seeking to establish clear terms and conditions with overseas distributors. It ensures legal protection and outlines key responsibilities, payment terms, and territorial rights. Using this sample helps streamline the agreement process for global partnerships.

1. Parties

This Agreement is made between:

Supplier: [Supplier Company Full Name], having its principal place of business at [Supplier Address].

Distributor: [Distributor Company Full Name], having its principal place of business at [Distributor Address].

Together referred to as "the Parties."

2. Appointment

The Supplier appoints the Distributor as its exclusive/non-exclusive distributor for the products described in **Schedule A** ("Products") in the territory specified in **Schedule B** ("Territory").

3. Term

This Agreement shall commence on [Start Date] and remain in force for [number] years, unless earlier terminated according to the terms herein.

4. Distributor's Obligations

- Promote, market, and sell the Products within the Territory.
- Maintain adequate inventory and provide after-sales support.
- Submit periodic sales reports to the Supplier.
- Comply with all relevant laws and regulations.

5. Supplier's Obligations

- Provide Products that meet agreed quality standards.
- Support the Distributor with marketing materials and training when necessary.
- Notify Distributor of any changes pertaining to the Products.

6. Payment Terms

The Distributor shall pay the Supplier as per the payment terms outlined in **Schedule C**. All payments shall be made in [Currency] within [number] days of invoice receipt.

7. Intellectual Property

The Distributor may use the Supplier's trademarks, logos, and intellectual property only as authorized and solely for the purposes of promoting and selling the Products under this Agreement.

8. Termination

Either Party may terminate this Agreement by providing [number] days' written notice in case of breach or insolvency of the other Party, or as otherwise specified herein.

9. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of [Jurisdiction]. Any disputes shall be resolved amicably or, if necessary, via arbitration in accordance with [Arbitration Rules].

10. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.
- No modification shall be valid unless made in writing and signed by both Parties.

Supplier:

Signature: _____
Name: [Name]
Title: [Title]
Date: [Date]

Distributor:

Signature: _____
Name: [Name]
Title: [Title]
Date: [Date]

Schedules

1. **Schedule A:** Product List
2. **Schedule B:** Territory Description
3. **Schedule C:** Pricing and Payment Terms