

Distribution Contract Form Sample

This **distribution contract form sample** provides a clear framework for partnership agreements, including a detailed termination clause to protect all parties involved. It ensures legal compliance and outlines specific conditions under which the contract may be ended. Using this template helps streamline negotiations and fosters transparent business relationships.

Distribution Contract

This **Distribution Agreement** ("Agreement") is made and entered into on this [Date] by and between:

Supplier: [Supplier Name]
Address: [Supplier Address]

Distributor: [Distributor Name]
Address: [Distributor Address]

1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive distributor to sell, market, and distribute the products specified in Schedule A within the following territory: [Define Territory].

2. Term

The term of this Agreement shall commence on [Start Date] and continue for [Term, e.g., 1 year] unless terminated earlier in accordance with the provisions herein.

3. Distributor's Obligations

- Actively promote and sell the products in the defined territory.
- Maintain accurate sales records and provide regular reports to the Supplier.
- Comply with all applicable laws, regulations, and ethical standards.

4. Supplier's Obligations

- Provide products in good condition as per agreed specifications.
- Support the Distributor with marketing material and product information.
- Not unduly interfere with the Distributor's business operation within the agreed territory.

5. Termination Clause

This Agreement may be terminated by either party under the following conditions:

- **For Convenience:** Either party may terminate this Agreement for any reason by providing the other party with [Number of Days, e.g., 30] days' written notice.
- **For Cause:** Either party may terminate this Agreement with immediate effect upon written notice if the other party:
 - Materially breaches any provision of this Agreement and fails to remedy such breach within [Number of Days, e.g., 15] days after receiving written notice of such breach;
 - Becomes insolvent, files for bankruptcy, or ceases business operations.
- **Effect of Termination:** Upon termination, the Distributor shall cease representing itself as an authorized distributor and return or dispose of all products and materials as directed by the Supplier. Outstanding payments owed up to the date of termination must be settled within [Number of Days, e.g., 30] days.

6. Miscellaneous

- Any amendment to this Agreement must be made in writing and signed by both parties.
- This Agreement constitutes the entire understanding between the parties regarding its subject matter.
- Governing law: [Jurisdiction].

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

Supplier

Distributor