

Distribution Contract Form Sample

This **distribution contract form sample** outlines the essential terms and conditions, including detailed payment terms to ensure clarity and mutual agreement. It serves as a reliable template for businesses to establish effective distribution partnerships. Customize the payment clauses to fit your specific transactional needs and legal requirements.

Distribution Agreement

This Distribution Agreement ("Agreement") is entered into as of [Date] ("Effective Date") by and between:

- **Supplier:** [Supplier Company Name], with a principal place of business at [Supplier Address]
- **Distributor:** [Distributor Company Name], with a principal place of business at [Distributor Address]

1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive distributor of the products described in **Exhibit A** ("Products") within the territory defined in **Exhibit B** ("Territory").

2. Term

This Agreement shall commence on the Effective Date and continue for a period of [X] years, unless terminated earlier in accordance with the terms herein.

3. Orders & Delivery

All orders shall be placed in writing. The Supplier shall deliver Products to Distributor within [number] days of order acceptance. Delivery terms shall be **[Incoterms 2020® rule, e.g., FOB, CIF]**.

4. Payment Terms

1. **Prices:** The price of the Products shall be as specified in **Exhibit C**. All prices are exclusive of taxes, shipping, and handling unless otherwise stated.
2. **Payment Method:** Distributor shall pay all invoices via **[e.g., wire transfer, check, credit card]** to Supplier's designated account.
3. **Payment Terms:**
 - Distributor shall pay each invoice within **[number]** days from the date of invoice (e.g., **Net 30 days**).
 - Late payments shall accrue interest at a rate of **[X%]** per month.
 - If prepayment or deposit is required, Distributor agrees to pay **[percentage]** of the order value upfront, with the balance due upon delivery.
4. **Currency:** All payments shall be made in **[currency]**.
5. **Disputed Invoices:** If Distributor disputes any portion of an invoice, it must notify Supplier in writing within **[number]** days of receipt and pay the undisputed amount by the due date.

5. Additional Terms

- Each party shall comply with all applicable laws and regulations.
- Confidentiality, termination, warranties, and liability limitations apply as described in attached appendices.

6. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Supplier

Distributor

Name:

Name:

Title:

Title:

Date: _____

Date: _____

This sample is for reference only and should be tailored to comply with local legal requirements and the specifics of your transaction.