

# 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 2020Â® 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.*