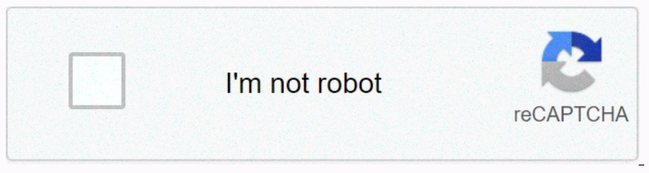

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Distributor agreement template pandadoc

Prepared for: [Client.FirstName] [Client.LastName][Client.Company] Created by: [Sender.FirstName] [Sender.LastName][Sender.Company] THIS EXCLUSIVE DISTRIBUTION AGREEMENT (this Agreement or this Exclusive Distribution Agreement) is entered into in effect on the date of [Effective Date] (effective date) to and from [Sender.Company] (Vendor) and [Client.Company] (Distributor). The Parties agree as follows: 1. Appointment to. Under the terms and conditions of this Exclusive Distribution Agreement, the Supplier appoints distributor and distributor to accept such appointment and agrees to act as the exclusive distributor of the Supplier of Supplier Products (defined below) within the geographical territory defined as follows (the Territory): b. The distributor agrees to exercise its best efforts to (a) promote the sale and obtain orders for Supplier Products on the Territory; (b) comply with the Supplier's policies and procedures regarding the purchase, sale and support of supplier products; and (c) conduct its business in such a way as to reflect favorably at all times on the Supplier Products and on the good name, goodwill and reputation of the Supplier or its affiliates. The distributor acknowledges and agrees that it has no rights or claims of any kind on the Supplier Products or any aspect there of them, except for the rights created by this Exclusive Distribution Agreement. The distributor agrees not to be and is not authorized to promote, resell, deliver, install, supply or otherwise support Supplier Products outside the Territory. 2. The products and products of the price providers shall consist of articles or classifications of the items listed in this Section below and the purchase price or licence fee to the distributor of all supplier products delivered under this Agreement shall be as set out in this Section below. 3. The Approval Distributor shall obtain, at its own expense, approvals, consents, certifications, permits and other authorizations, including all approvals necessary to qualify the Supplier Products for sale and use in the Territory for all purposes, both governmental and non-governmental (collectively, approvals), as soon as reasonably practicable; provided, however, that the Supplier is not obliged to deliver supplier products unless and until the Distributor provides the Supplier with satisfactory evidence that such approvals have been obtained. The supplier agrees to work with the Distributor to obtain such approvals. The appointment of the Distributor by the Supplier in Section 1 of this Agreement is an exclusive appointment for the distribution of the Products on the Territory. The supplier must not advertise, solicit and make independent sales of products support suppliers' products or appoint additional distributors for suppliers' products in the territory. 5. The distributor of the sales objectives shall make reasonable commercial efforts to purchase and sell during each calendar year at least the dollar value of the supplier products listed in this (the annual Target). If the Distributor does not purchase and sell the Annual Target during a given calendar year, the Supplier may terminate this Agreement with immediate effect after the notice to the Distributor (but the Supplier may not require the Distributor to purchase or sell additional products to meet the annual target amount). 6. Sales outside the distributor territory promote the sale of supplier products in the territory on its website. Despite the previous sentence, the Distributor must not actively advertise or actively solicit orders for supplier products outside the territory. In the event that the Distributor receives an order from outside its Territory, the Distributor will work with the Supplier to fulfill the order in a financially advantageous way for supplier, distributor and distributor located in the region where the order originated (as determined by the Supplier in its sole discretion and in compliance with applicable law). 7. No distributor of third-party agents shall not sell/license the Supplier Products through third parties (such as original equipment manufacturers, distributors, value-added resellers or other resellers or agents) without the Supplier's prior written consent to the proposed report (including the specific terms of that report). 8. Orders All orders will be transmitted by the Distributor to the Supplier and will be subject to written acceptance by the Supplier. The supplier may (in its sole discretion) refuse acceptance of any order. Any order submitted will constitute an offer by the Distributor to purchase or license the Supplier Products described in that order and, upon acceptance by the Supplier, will give rise to the Distributor's contractual obligation to purchase or license such products under the conditions set fore for in this Agreement. Conflicting, inconsistent or additional terms or conditions contained in any order sent by the Distributor will not be binding unless the Supplier specifically accepts such terms or conditions in writing. All expenses arising from the modification or cancellation of an order after acceptance by the Supplier, including the costs of deviation, cancellation or return of shipments and any reasonable replenishment costs, will be paid by the Distributor to the Supplier, upon request. The purchase price must be quoted and payable in US dollars to the Supplier at the address specified on the invoice. Unless otherwise agreed in writing by the parties, payment must be made by the Distributor by bank transfer before shipping from the Supplier's facilities. Supplier Products must be delivered to exw supplier facilities (Incoterms 2010). The risk of loss for supplier products must pass on to delivery to the carrier at the Supplier's facilities. If the Supplier pays shipping, insurance or management costs, these costs will be invoiced to the Distributor and will be refunded to the Supplier by the Distributor. 10. Security interests Despite the passage of the security, the Supplier Supplier interest in all Supplier Products delivered until the amounts for which the Distributor is responsible under this Agreement have been received by the Supplier. The supplier must have all rights of a protected party, including the right to submit a declaration of funding under the Uniform Commercial Code or a comparable law within the territory to protect the supplier's security interests. In the event that the Distributor does not default on its payment obligations, the Supplier will have the right to enter the Distributor's premises to recover possession of all Supplier Products in such premises, to recover all Supplier Products provided by the Distributor to its customers and associated supplies or software, and to pursue any other remedy existing by law or equity. Distributor, for itself and on behalf of its customers, waives a prior hearing and the request by the Supplier to exercise these rights. 11. The resale price and expense distributor shall determine the selling price and licensing fees at which the Supplier Products are sold or licensed by it in the territory. The distributor is solely responsible for the costs involved in the distribution of the Supplier Products, including sales costs, import duties, all bank charges, shipping and handling costs, installation or other operating expenses, letter of credit fees, bank transfer fees and other costs associated with the payment and taxes, however designated , except that the Distributor will not be responsible for taxes that are based on the Supplier's income. 12. Promotional Literature Supplier agrees to provide, in English, to the Distributor (by e-mail in pdf format) such descriptive literature, advertising materials, technical manuals and promotional sales materials concerning the Supplier Products as a Supplier may, from time to time, have available for such purposes. The distributor has the right to translate such materials into the languages of the Territory at his own expense. The supplier retains ownership of all property rights, including intellectual property rights on translated versions of materials. The distributor will be solely responsible for the accuracy of the translations and will provide the Supplier with a copy of each translated work. The distributor must promptly review (at the distributor's expense) the materials on the supplier's notice. The distributor is not authorized to print, publish or otherwise use letterhead, business cards, literature, signage or other statements on behalf of the Supplier (or one of its affiliates) or to represent itself as a Supplier (or one of its affiliates) or to make commitments on behalf of the Supplier (or one of its affiliates) without express permission of the Supplier. The distributor expressly agrees that no license to use the Supplier (or any of the trademarks, trade names, service marks, or logos of its affiliates (collectively, the Supplier's Trademarks) is granted by this Agreement. Distributor may, however, indicate in its advertising and marketing materials that it is a distributor supplier products and may, if necessary, accidentally use the supplier's brands in its sales/marketing efforts. At the request of the Supplier, the Distributor will include in its advertisements, promotional brochures and other marketing materials for the Supplier Products. The supplier reserves the right to review the distributor's marketing and sales materials prior to their publication or use. No rights must affect the Distributor as a result of such use or reference, and all these rights, including goodwill, must benefit and be invested in the Supplier. At the end of this Agreement for any reason, The distributor will immediately cease to use the Supplier's Trademarks as permitted in this Section and will immediately take all appropriate and necessary measures to (a) remove and cancel any announcement in public records, telephone directories, other directories, remove any visual display or literature at the Distributor's headquarters, internet and elsewhere that would indicate or lead the public to believe that the Distributor is the representative of the Supplier (or one of its affiliates) or of the Supplier's products or services (or one of its affiliates); and (b) cancel, abandon, or transfer (as required by the Supplier) any product license, filing of trade names, trademark applications or registrations, or other filings with territory governments (whether or not such deposits have been authorized by the Supplier) that may incorporate the supplier's trademarks or any trademark or name confusingly similar to the supplier's trademarks. In the event of non-compliance by the Distributor with this paragraph, the Supplier may apply for such removals, cancellations, abandonments or transfers on behalf of the Distributor. The distributor shall provide assistance and reimburse the Supplier for the costs incurred in applying this paragraph. 14. The violation by the third-party distributor will cooperate fully with and assist the Supplier in its efforts to protect the Supplier's intellectual property rights within the Territory and will exercise reasonable diligence to detect and immediately inform the Supplier if the Distributor is aware of any infringement of patents, trademarks, copyrights or other intellectual property rights owned or used by the Supplier. The supplier may provide the distributor with certain confidential or proprietary information (Confidential Information). Confidential Information includes information, written, electronic or oral, that the Distributor knows or should reasonably know to be the Supplier's proprietary, confidential or secret business, including all technical or commercial information, the Software, including its source codes and documentation, specifications and information of for Supplier Products, maintenance information, customer lists, pricing information, marketing information, policies, procedures and manuals regarding distributors or supplier distribution channels, research and development, and other related properties supplier products or the supplier's business. The distributor will refrain from using Confidential Information unless to the extent necessary to exercise its rights or perform the obligations arising from this Agreement. The distributor will similarly limit its disclosure of Confidential Information to those who need to know such confidential information in order to allow the Distributor to perform its obligations and enjoy its rights under this Agreement. These persons will be informed and will accept the provisions of this Section and The Distributor will remain responsible for any unauthorized use or disclosure of Confidential Information by any of them. At the end of this Agreement (or before, at the request of the Supplier), the Distributor will cease to use all Confidential Information and promptly return to the Supplier (or destroy, at the supplier's request) any document (written or electronic) in its possession or under its control that constitutes confidential information. During the term of this Agreement and thereafter, neither the Distributor nor distributor employees, independent contractors or other agents shall (a) decode, decompile or otherwise disassemble the Supplier Products from the products themselves or any other information made available to them, or (b) otherwise use any of the Confidential Information or the Supplier provided training to support , maintain or otherwise serve the products or services of third parties. 16. Compliance with the laws in relation to its obligations under this Agreement, Distributor agrees to comply with all federal, state, local and foreign laws, constitutions, codes, statutes and ordinances of any governmental authority that may be applicable to the Distributor, its activities under this Agreement, or supplier products, including all applicable export control laws and regulations. The distributor agrees to undertake all of these additional acts and perform all additional documents that the Supplier may reasonably request in connection with such compliance. 17. Product warranty Limited production warranty. The supplier guarantees for a period of [days that the supplier guarantees] days after delivery of the Products (the Warranty Period) that the Products will be exoded by defects in materials and processing. The only obligation of the supplier under this warranty is to provide the Distributor with replacement products free of charge. Defective Products must be returned to the Supplier (at the Distributor's expense) in order to receive the replacement of the warranty (unless the Supplier determines that such return is not necessary) and become the property of the Supplier. In order to make a warranty request, the Distributor must follow the procedures established by the Supplier. Guarantee of good title. The supplier agrees to indent the distributor from any liability to third parties for infringement of U.S. patents, copyrights, trademarks, or trade secrets in connection with supplier products sold/licensed by the distributor under this This obligation does not extend to foreign patents, copyrights, trademarks or trade secrets or to any Supplier Product produced or modified by the Supplier to meet the specifications of the distributor or a customer. The supplier is allowed, at his choice, sole and exclusive control over the defense, liquidation and compromise of any infringement claims. The supplier must be informed in writing by the Distributor within 10 days of any complaint from third parties which, if accepted, could result in liability subject to compensation under this sub-section. If the distribution of the Supplier Products is threatened by a breach complaint, or is likely to be injuncted or is found to be responsible for violation, the Supplier may, at its discretion and in its sole option: (i) obtain from the Distributor the right to continue distributing the Supplier Products; or (ii) modify the Supplier Products to make them not in violation; — substitutes not in breach; or (iv) refund the price paid by distributor for the Supplier Products in its possession subject to their return by the Distributor and terminate this Agreement with regard to products allegedly in violation. THIS SUB-SECTION ESTABLISHES THE ENTIRE LIABILITY OF THE SUPPLIER IN RELATION TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT BY ANY SUPPLIER PRODUCT. Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION, THE SUPPLIER SHALL NOT MAKE ANY OTHER WARRANTIES, PROMISES OR OBLIGATIONS WITH REGARD TO THE SUPPLIER'S PRODUCTS, THEIR USE, REPAIR OR PERFORMANCE. THE SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER'S PRODUCTS ARE SUITABLE FOR ANY PARTICULAR USE OR PURPOSE, REGARDLESS OF WHETHER SUCH USE OR PURPOSE IS DISCLOSED TO THE SUPPLIER OR NOT. THE SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER'S PRODUCTS COMPLY WITH ANY SAMPLE OR MODEL. THE SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, PROMISES AND OBLIGATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES, PROMISES AND OBLIGATIONS ARISING FROM A COURSE OF NEGOTIATION OR USE OF THE TRADE. THE GUARANTEES SET OUT IN THIS SECTION ARE INTENDED EXCLUSIVELY FOR THE BENEFIT OF THE DISTRIBUTOR. ALL CLAIMS UNDER THIS AGREEMENT WILL BE MADE BY THE DISTRIBUTOR AND CANNOT BE MADE BY THE DISTRIBUTOR'S CUSTOMERS. Distributor guarantees. The distributor agrees, at its own expense, to provide its customers, at the very least, with the same guarantees as those referred to in Sub-Regulation 17(a). The distributor will assume all costs related to the provision of any additional guarantees. Every month the distributor e-mails the Supplier a continuous sales forecast of 3 months and non-binding sales of supplier products in the territory. In addition, the Distributor will provide this other information in a timely manner in response to requests from suppliers for information related to the Distributor's activities in the Territory. Such requests may include, lists of potential customers and status of the sales activity of potential customers, information applicable to competition data in the Territory, product operational data and other information requested by the Supplier to effectively coordinate its international sales and marketing efforts. 19. The record distributor inspection shall keep accurate records of all its activities, if reasonably necessary, to determine its compliance with the terms and conditions of this Agreement, including accounting records, customer sales records and government deposits. The distributor shall keep such records for at least a period of 3 years after their creation or preparation. During the duration of this Agreement and for a period of 18 months there, the Supplier has the right to

inspect and verify such records. 20. Termination and termination Unless resolved in advance as required by this Agreement, the term of this Agreement begins on the effective date and automatically expires at the end of [expiry after the number of years] years following the effective date. One of the parties may terminate this Agreement as follows: a) Immediately after [Number of days' notice] days' notice with or without cause; (b) Immediately, for any violation or non-compliance with this Agreement by the other party that has not been cured within [Number days after delivery] days after delivery of the same to the party accused of violation, specifying with particularity the condition, act, omission or conduct alleged as such violation or non-compliance; (c) Immediately, after dissolution, insolvency or any judgment of bankruptcy or assignment for the benefit of creditors by the other party or if the other party ceases to carry out activities in the ordinary or normal course; (d) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority; or (c) Immediately by the Supplier if the Supplier reasonably suspects that the Distributor has breached any of its obligations of confidentiality or protection of the Supplier's property rights. At the time of termination of this Agreement for any reason, the following provisions apply: (a) The Supplier has the right to immediately appoint another distributor to serve existing customers and continue sales efforts in the Territory; (b) The Supplier may continue to fill in all Distributor orders that have been accepted by the Supplier prior to termination of this Agreement under the terms and conditions of this Agreement; (c) All outstanding balances due from the Distributor to the Supplier will immediately become due and payable to the Supplier; (d) Both parties at any time refrain from any conduct which might create confusion as to the nature of their relationship (c) All rights granted to the Distributor under this Agreement will cease and, where appropriate, return to the Supplier; and (f) The Supplier, at its sole discretion, will have the right, but will not be obliged in any way (unless otherwise by law), inspect and repurchase all or any quantity of supplier products (including Supplier Products for demonstration and parts for the management of supplier products) then owned or ordered by the Distributor at the lowest (i) original price paid by the Distributor for such Supplier Products, or (ii) at the price then current to the Distributor, and under both (i) or (ii) , minus any applicable replenishment or restructuring costs. The supplier has the right to assign this buyback option to any other person they can designate. No consideration or compensation is due to the Distributor for loss of profit, goodwill, customers or other similar or different items, nor for advertising costs, sample or supply costs, termination of employees, employee salaries and other similar or different items. Under no circumstances shall the Distributor continue to represent itself as a distributor or supplier representative after the termination of this Agreement. The Supplier will have no liability to the Distributor due to any termination by the Supplier. The distributor will compensate and hold a Harmless Supplier to and from any liability, loss, damage and cost (including reasonable legal fees) arising from any complaint by the Distributor or any third party that is in the Distributor's right to any right contrary to the explicit terms of this Section. 22. The compensation distributor agrees to compensate and hold the Supplier harmless from any action, concession, claim, loss, damage, costs and expenses (including reasonable legal fees) attributable to the Distributor's violation of this Agreement or to any negligent act, grossly negligent, intentional or illegal or omission by the Distributor, its employees, officials, agents, subcontractors, resellers or representatives. 23. The relationship between the distributor of the parties is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or supplier. Neither distributor nor supplier shall have any right to enter into contracts or commitments in the name or on behalf of the other or to bind the other in any way, except to the extent permitted by this Agreement. Neither party shall be liable in the event that its execution of this Agreement is impeded, or rendered so difficult or costly as to be commercially impracticable, due to an Act of God, a dispute over the work, unavailability of transportation, goods or services, government restrictions or actions, war (declared or undeclared) or other hostilities, or any other event , condition or cause that is not foreseeable on the date of effectiveness and is beyond the reasonable control of the party. It was expressly agreed that any inability of the United States Government to a licence required for the export of any supplier product ordered by the distributor will constitute an event of force majeure. In the event of non-performance or performance delay attributable to these causes, the period the fulfilment of the obligation applicable under this Agreement shall be extended for a period equal to the period of delay. However, the party thus delayed shall do all it can, without the obligation to spend substantial amounts not otherwise required under this Agreement, to eliminate or overcome the cause of the delay. In the event that the execution of one party is delayed by more than 6 months, the other party has the right, which will be exercisable for as long as the cause of such delay continues to exist, to terminate this Agreement without liability for such termination. 25. THE SUPPLIER OF THE LIMITATION OF LIABILITY IS IN NO WAY LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOSS OF PROFITS, SAVINGS LOSSES OR LOSS OF REVENUE INCURRED BY THE DISTRIBUTOR ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR TO THE SALE, DISTRIBUTION OR USE OF SUPPLIER PRODUCTS. THE DISTRIBUTOR WILL COMPENSATE THE SUPPLIER AND FIGHT HARMLESSLY FROM ANY CLAIM, REQUEST, LIABILITY, CAUSE OR EXPENSE OF ANY KIND ARISING FROM THE SALE, SUBLICENCE OR USE OF SUPPLIER PRODUCTS ON THE TERRITORY OR FROM THE DISTRIBUTOR'S CUSTOMERS. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. 26. Government Law This Agreement is governed in full compliance by the laws of the State of [State] , USA, which are applied without reference to any conflict of laws rule under which a different law could otherwise apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply to purchases or transactions entered into under this Agreement. The location of any lawsuits filed by the parties to this Agreement against each other in respect of or as a result of this Agreement shall be appropriate only in an appropriate [state] state court or in the United States District Court for the District of [State] . The distributor submits to the exclusive jurisdiction of these courts and consents to the communication of the process by confirmed facsimile transmission or commercial courier (with written verification of the receipt returned to the sender). The distributor will not have the right to assign one of its rights or delegate its obligations under this Agreement without the prior written consent of the Supplier. Any transfer or delegation attempted without such written consent is void and has no legal effect. This Agreement shall be binding on the respective successors and authorised terminations of the Parties. 28. Separability In the event that any provision of this Agreement is unenforceable or invalid under any applicable law or is thus held by an applicable court or an arbitration decision, such inapplicability or invalidity does not this Agreement is unenforceable or invalid as a whole and, in this case, these provisions will be amended and interpreted in such a way as to best achieve the objectives of such unenforceable or invalid provision within the limits of applicable law or or decision of the court or arbitration. 29. Construction The headings or titles preceding the text of the sections and sub-sections shall be inserted solely for the convenience of reference and shall not form part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement. Both parties participated in the negotiations and in the preparation of this Agreement. This Agreement is performed in English and can only be translated into another language for informational purposes only. In the event of an ambiguity or a matter of intention or interpretation, the English version of this Agreement shall prevail and this Agreement shall be construed as if it were drawn up by both parties and there shall be no presumption or burden of proof favouring or disfavoring any of the parties by virtue of the authorship of any of the provisions of this Agreement. 30. Notice Any notice, consent or other communication required or permitted under this Agreement will be written in English and is deemed to be given when (a) delivered in person; (b) sent by confirmed fax transmission; or (c) sent by commercial courier with written verification of the receipt returned to the sender. Notice, consent or other communications (but not process service) may also be provided by email. Refusal or other refusal to accept or the impossibility of delivering due to the changed address or fax number not communicated shall be considered as receipt of the notice, consent or communication sent. Facsimile names, addresses, and numbers for alerts (unless and until written notices of other names, addresses, and fax numbers are provided by one or both parties) are provided below. This Agreement and the statement annexed to this Agreement (which is specifically incorporated into this Reference) shall contain the full and complete agreement between the Parties as to the subject matter of this report. It replaces all preliminary negotiations, complaints and proposals, whether written or not, relating to its subject matter. Any amendments, revisions or amendments to this Agreement shall be established in writing signed by authorized representatives of both Parties. The distributor acknowledges and agrees that any inability by the Supplier to enforce at any time or for any period of time, any of the provisions of this Agreement will not be considered or consinterpreted as a waiver of such provisions or the right of the Supplier to subsequently apply any individual provision. This Agreement may be concluded in several counterparties, each of which shall be considered as original. The provisions of this Agreement which, for the express duration of this Agreement, shall not be fully implemented during the duration of this Agreement, resolution of this Agreement to the extent applicable. IN WITNESS WHEREOF the Parties have ensured that this Exclusive Distribution Agreement is executed and delivered by their duly authorized representatives. [Sender.Company] Signature MM/DD/YYYYY MM/DD/YYYYY [Sender.LastName] [Client.Company] Firma MM/GG/AAAA [Client.FirstName] [Client.LastName] [Client.LastName]

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