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(1) < [REDACTED] TED]

(2) << [REDACTED] MITED]

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DISTRIBUT [REDACTED] ACTURER)

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THIS AGREEMENT is dated << >> and

BETWEEN:

(1) <<Name of Supplier>> [Limited liability company of <<Country of Registration>> under number <<Company Registration Number>>] **OR** [of <<Sole trader>>] whose registered office is at <<Company's Registered office>> hereinafter known as the "Supplier") and

(2) <<Name of Distributor>> [Limited liability company of <<Country of Registration>> under number <<Company Registration Number>>] **OR** [of <<Distributor>>] whose registered office is at <<Company's Registered office>> hereinafter known as the "Distributor")

WHEREAS:

A. The Supplier manufactures and/or distributes the Product <<Product>> and wishes to appoint the Distributor as its [sole] **OR** [exclusive] distributor for the Products in the Territory, and the Distributor wishes to accept such appointment.

B. The Supplier and the Distributor have entered into an agreement upon the terms and conditions set out in this Agreement, subject to the conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement unless the context requires:

"Business Day"

any day which is not a Saturday or Sunday and is not a bank or public holiday on which banks are open for their full range of business in <<name of city>>;

"Commencement Date"

the date of this Agreement] **OR** [insert an alternative date];

"Connected Persons"

"Control"

"Data Protection Legislation"

"Group"

"Holding Company"

"Intellectual Property"

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...meaning given to that expression by
...2 of the Corporation Tax Act 2010;

...meaning given to that expression by
...4 of the Corporation Tax Act 2010;

...and all legislation and other regulatory
...acts from time to time in force governing
...n, holding, and processing of personal
...ng, but not limited to, the Data
...ct 2018 or any successor legislation,
...ulation 2016/679 General Data
...regulation (GDPR) and any other
...licable EU regulation relating to privacy
...tection (for so long as EU law has legal
...UK);

...lation to any Company, that company
...er company which, at the relevant
...olding Company or Subsidiary, or the
...f any such Holding Company; and
...f a Group has a corresponding

...nings given to this expression by
...9 of the Companies Act 2006;

...all rights in any patents, trade
...vice marks, registered designs,
...s (and rights to apply for any of
...s) trade, business and company
...ernet domain names and e-mail
...unregistered trade marks and
...ks, copyrights, database rights,
...trade secrets, rights in designs and
...or goodwill;

...nder licences, consents, orders,
...otherwise in relation to a right in
...(a);

...the same or similar effect or nature

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in paragraphs (a) and (b) which
future may subsist; and

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"Products"

issue for past infringements of any of
rights;

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"Restricted Information"

particular products listed in the
ule] **OR** [products of the type(s)
the Product Schedule as are
][sold] by the Supplier and of [any
[the same] types(s)
][sold] by the Supplier as may be
time to time in writing by the
Distributor] **OR** [agreed from time
ng between the Supplier and the

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ion to the business, affairs,
nts or suppliers of either party,
hich is disclosed by that party to the
suant to, or in connection with, this
hether orally or in writing or any
and whether or not the information
ted to be confidential or marked as

"Scheduled Prices"

ion to any Product specified in the
ule, the Supplier's ex-works selling
Schedule 3;

"Subsidiary"

ngs given to this expression by
f the Companies Act 2006;

"Territory"

t location, either all or defined
K>>¹;

"Trade Marks"

e marks listed in Schedule 4; and

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¹ This template assumes that the parties will only open

“Year”

1.2 Unless the context of

1.2.1 "writing", and
communicati

1.2.2 a "working d
which is not

1.2.3 a statute or a
provision as

1.2.4 "this Agreem
Schedules, a

1.2.5 a Schedule i

1.2.6 a clause or p
than the Sch

1.3 In this Agreement any

1.3.1 a party mean
the parties m

1.3.2 the parties in
representativ

1.3.3 a person incl
partnership o

1.3.4 a singular nu

1.3.5 either gende

1.4 The headings in this A
on its interpretation.

2. Appointment

2.1 The Supplier hereby a
exclusive] distributor t

² See footnotes 3 and 4 and sub-Clause 2.3

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the case may be, the period of 365
days beginning on the
ment Date (the first Year) or the period
secutive days beginning on an
of the Commencement Date.

reference in this Agreement to:-

includes a reference to any
or similar means;

day other than Saturday or Sunday
in the territory of either party;

a reference to that statute or
at the relevant time;

s Agreement and each of the
nted at the relevant time;

ement; and

to a Clause of this Agreement (other
of the relevant Schedule.

is Agreement, and any reference to
his Agreement;

their respective personal
title and permitted assignees;

e, unincorporated association,

and vice versa; and

gender.

nience only and shall have no effect

is its ²[sole] OR [exclusive] OR [non-
ucts in the Territory and the

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Distributor agrees to act in accordance with the terms of, and subject to the conditions of, this Agreement.

2.2 The Distributor shall not

2.2.1 purchase or otherwise acquire the Products for resale from any person, firm or company; or

2.2.2 manufacture or otherwise produce the Products which compete with the Products [or sell on its own behalf or otherwise on behalf of any third party any such Products]; or

2.2.3 in a territory outside the Territory to advertise or solicit orders, establish branch offices or depots for the Products but subject to this restriction shall be free to act as a buyer for the Supplier has reserved that territory exclusively for its own use or for any other buyer. The Distributor may in the Territory solicit requests for purchase of the Products from customers.

2.3 [The Supplier shall not appoint any other person, firm or company in the Territory to act as a distributor or agent for the Products (except as provided in Sub-Clause 4.2):

2.3.1 appoint any other person, firm or company in the Territory to act as a distributor or agent for any of the Products; or

2.3.2 supply any of the Products to any person, firm or company in the Territory other than the Distributor;

2.3.3 [supply the Products to any person, firm or company in the Territory for their own use (including for use by the Supplier) or for use by the Supplier throughout the Territory, subject to the Supplier referring to the Distributor all requests received from any person, firm or company in the Territory for the Products to that end user of the Products];

2.4 For the avoidance of doubt, the Supplier shall be entitled, upon giving reasonable prior notice thereof to the Distributor, to supply the Products to its own customers of the Distributor for the purpose of conducting customer surveys regarding the Products.

2.5 Nothing in this Agreement shall confer any priority of supply in relation to the Products on the Distributor over other distributors or end user customers of the Supplier.

³ If it is intended that the Supplier should be free to supply the Products to its own customers in the Territory, all of Clause 2.3 should be deleted.

⁴ The words in square brackets (2.3.3) are only to be included if it is intended that the Supplier be allowed to sell direct to an end customer. Without the words in square brackets, the Supplier is not to sell direct to an end user customer (but not to any other person, firm or company in the Territory) distributor.

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3. Supply of the Products

- 3.1 The Distributor shall place orders in writing with the Supplier from time to time during the Agreement for the supply of such quantities of Products as the Supplier shall require provided that nothing herein shall be construed as obligating the Supplier to accept any order placed by the Distributor.
- 3.2 Notwithstanding the provisions of clause 3.1, the first order placed by the Distributor shall be placed on or before the Commencement Date and shall be for the supply of Products of a minimum value of £<<minimum value>> (for which prices of Products shall be taken to be their value) and each subsequent order shall be for the supply of the Products set out in Schedule 7.
- 3.3 The Supplier will use all reasonable endeavours to meet any agreed delivery date for the supply of Products. In no circumstances shall the Supplier be liable for any damages, losses or expenses whether direct, indirect or consequential (including loss of profit and loss of goodwill) or otherwise suffered or incurred by the Distributor as a result of a failure to supply any Products or to supply Products at the agreed or specified time.
- 3.4 The Supplier reserves the right, in its sole discretion [(but where [reasonably] expected)] to modify the Products or to cease supplying any of the Products.
- 3.5 The Distributor shall, in addition to the obligations hereunder, be responsible for:
- 3.5.1 ensuring the accurate identification of the Products to be supplied
- 3.5.2 providing the Supplier with information which is necessary in order to enable the Supplier to comply with all labelling, marking and regulatory requirements in the Territory.
- 3.6 Each order for the Products shall constitute a separate contract on the terms of the Agreement. Any default by the Supplier in relation to an order shall entitle the Distributor to treat this Agreement as terminated as accepted by the Supplier for the purposes of this Agreement until the Supplier issues to the Distributor an unconditional order to supply the Products.

4. Minimum Targets

- 4.1 Before the date of this Agreement, the Supplier shall set a target volume to be sold hereunder for the first Year of this Agreement, which shall be agreed between the Supplier and the Distributor.

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and the Distributor and the Supplier shall, by the last month of each year, agree upon a further minimum Target Schedule. Before the last month of each year, the Supplier and the Distributor shall agree upon a further minimum Target Schedule for that Year to be specified in the Minimum Target Schedule.

4.2 In the event that the Distributor terminates the Agreement for a Year pursuant to Sub-Clause 4.2.1 or 4.2.2, the Supplier shall be entitled, by giving not less than <<minimum number of months>> months' previous written notice, to terminate the Agreement at the end of that Year, to:

4.2.1 terminate the Agreement on the date set out in Sub-Clause 2.3 above; or

4.2.2 terminate this Agreement on the date set out in Sub-Clause 2.3 above.

5. Distributor's Obligations

The Distributor shall:

5.1 use its best endeavours to ensure the distribution and sale of the Products throughout the Territory in accordance with the Agreement, to promote the sale of the Products and to maintain the reputation of the Products;

5.2 make clear, in all dealings with prospective customers, that it is acting as a distributor of the Products and not as an agent of the Supplier;

5.3 provide the Supplier every year, on or before the Commencement Date, with a written report, in the form required, of sales of the Products in the Territory, and an indication of its likely sales for the next <<time period>> and such other information as the Supplier may reasonably require;

5.4 maintain books and records (including customer lists) and at all reasonable times, at the request of the Supplier, allow access to its premises in order to verify the same;

5.5 distribute any brochures, literature or other material that may from time to time the Supplier wishes to distribute in the Territory;

5.6 submit all advertisements, promotional materials or other materials to the Supplier a month prior to intended publication and obtain the Supplier's written approval previously approved in writing, and if not so approved, such material will be deemed to be withdrawn;

5.7 spend in each Year of the Agreement a minimum amount to be spent on advertising the Products in the Territory;

minimum Target Schedule. Before the last month of each year, the Supplier and the Distributor shall agree upon a further minimum Target Schedule for that Year to be specified in the Minimum Target Schedule.

minimum target volume agreed in the Minimum Target Schedule. The Supplier shall be entitled, by giving not less than <<minimum number of months>> months' previous written notice, to terminate the Agreement at the end of that Year, to:

4.2.1 terminate the Agreement on the date set out in Sub-Clause 2.3 above; or

4.2.2 terminate this Agreement on the date set out in Sub-Clause 2.3 above.

the distribution and sale of the Products throughout the Territory in accordance with the Agreement, to promote the sale of the Products and to maintain the reputation of the Products;

prospective customers, that it is acting as a distributor of the Products and not as an agent of the Supplier;

>>, with effect from the Commencement Date, with a written report, in the form required, of sales of the Products in the Territory, and an indication of its likely sales for the next <<time period>> and such other information as the Supplier may reasonably require;

the Products (including customer lists) and at all reasonable times, at the request of the Supplier, allow access to its premises in order to verify the same;

literature that may from time to time the Supplier wishes to distribute in the Territory;

materials to the Supplier a month prior to intended publication and obtain the Supplier's written approval previously approved in writing, and if not so approved, such material will be deemed to be withdrawn;

not less than <<minimum amount>> to be spent on advertising the Products in the Territory;

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- 5.13 keep the Supplier advised of any change in the sale, distribution, marketing, manufacturing, selling, or use of the Products which compete or may compete with the Products and of any event which may affect the Territory.

6. Conditions of Sale

- 6.3.2 the trade marks
are registered in

7, and as the need arises, of the activities of any companies any products in the Territory is and also of any significant Supplier in the marketing of the [servicing] of the Products in the

Particulars are given in Schedule 4
 er and that it has disclosed to the

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Distributor all trademarks used by the Supplier in relation to the Products; and

6.3.3 it is not aware of, or might render unlawful, the use of any of the Trade Marks on or in connection with the Products.

6.4 In the event of any breach of the Supplier's liability in Sub-Clause 6.3 by whatever reason and howsoever caused, the Supplier's liabilities shall be limited to:

6.4.1 replacement of the Products; or

6.4.2 the price where this has been paid.

6.5 All the Products supplied by the Supplier shall be sold subject to the Supplier's Standard Conditions of Sale, which may be amended from time to time, any alterations or modifications to the Supplier's standard Conditions of Sale shall be subject to the Supplier's prior written approval. In any case the latter shall prevail over the Supplier's standard Conditions of Sale in force at the date hereof. This Clause shall be in force at the date hereof and from the Commencement Date.

7. Services

7.1 The Distributor shall provide the Services for the Products listed in the Service Schedule, where applicable.

7.2 The Distributor warrants that:

7.2.1 all Services will comply with the relevant requirements of any applicable law, regulation, statute, statutory instrument or other legal provision which may be in force at the time when the services are provided;

7.2.2 all personnel involved in the provision of the Services will be suitably skilled and experienced to provide the Services.

7.3 The Distributor shall provide the Services for the Products together with the spare parts and materials required for those Products.

the Supplier in connection with the Products; and

party in the Territory which would be liable for the use of any of the Trade Marks on or in connection with the Products.

any in Sub-Clause 6.3 by the Supplier's liabilities shall be limited to:

; or

the price where this has been paid.

the sold subject to the Supplier's Standard Conditions of Sale, which may be amended from time to time, any alterations or modifications to the Supplier's standard Conditions of Sale shall be subject to the Supplier's prior written approval. In any case the latter shall prevail over the Supplier's standard Conditions of Sale in force at the date hereof. This Clause shall be in force at the date hereof and from the Commencement Date.

the Services for the Products listed in the Service Schedule, where applicable.

the relevant requirements of any applicable law, regulation, statute, statutory instrument or other legal provision which may be in force at the time when the services are provided;

the Services will be suitably skilled and experienced to provide the Services.

list of all its customers for the Products together with the spare parts and materials required for those Products.

8. Support and Training

8.1 The Supplier shall from time to time provide the Distributor with catalogues, brochures and other information concerning the Products as the Supplier may consider appropriate. The Supplier may consider the Distributor may reasonably require in order to assist the Distributor in the marketing of the Products in the Territory, and the Supplier shall use all practicable means to answer as soon as reasonably practicable any technical queries from the Distributor.

8.2 During the Year beginning on the Agreement Date:

8.2.1 the Supplier shall, at the request of the Distributor, be agreed and shall provide the Distributor with a suitable number of employees working on the marketing of the Products at such time as may be agreed and shall provide the Distributor with a suitable number of employees working on the marketing of the Products at such time as may be agreed and shall provide the Distributor with a suitable number of employees working on the marketing of the Products at such time as may be agreed.

8.2.2 the Distributor shall, at the request of the Supplier, be agreed and shall provide the Supplier with a suitable number of employees working on the marketing of the Products at such time as may be agreed and shall provide the Supplier with a suitable number of employees working on the marketing of the Products at such time as may be agreed.

8.3 The Services to be provided by the Supplier pursuant to Sub-Clauses 8.1 and 8.2 shall be free of charge to the Distributor.

8.3.1 the Supplier shall reimburse to the Distributor the expenses reasonably incurred by the Distributor in providing such services.

8.3.2 the Distributor shall remain liable for the expenses of travelling, accommodation and other expenses incurred by, employees of the Distributor at the Supplier's premises.

8.4 In any case where employees of one party shall visit the premises of the other for the purposes of this Agreement, the following shall apply:

8.4.1 the Supplier shall procure that the Distributor complies with all security, safety and other regulations in force at the other party's premises; and

8.4.2 the Supplier shall indemnify the Distributor for any direct damage to property of the Distributor or omission of any such employee at the other party's premises.

the Distributor with such samples, catalogues, brochures and other information concerning the Products as the Distributor may reasonably require in order to assist the Distributor in the marketing of the Products in the Territory, and the Supplier shall use all practicable means to answer as soon as reasonably practicable any technical queries from the Distributor.

Agreement Date:

the Distributor at such time as may be agreed and shall provide the Distributor with a suitable number of employees working on the marketing of the Products at such time as may be agreed.

the Supplier shall, at the request of the Distributor, be agreed and shall provide the Distributor with a suitable number of employees working on the marketing of the Products at such time as may be agreed.

pursuant to Sub-Clauses 8.1 and 8.2 shall be free of charge to the Distributor.

the Supplier shall reimburse to the Distributor the expenses reasonably incurred by the Distributor in providing such services.

the Distributor shall remain liable for the expenses of travelling, accommodation and other expenses incurred by, employees of the Distributor at the Supplier's premises.

visit the premises of the other for the purposes of this Agreement, the following shall apply:

the Supplier shall procure that the Distributor complies with all security, safety and other regulations in force at the other party's premises; and

the Supplier shall indemnify the Distributor for any direct damage to property of the Distributor or omission of any such employee at the other party's premises.

9. Trademarks and Packaging

- 9.1 The Supplier hereby authorizes the Distributor to use the Trade Marks in the Territory or in relation to the Products and for the purposes only of exercising its rights and performing its obligations under this Agreement.
- 9.2 The Distributor shall ensure that each reference to the Trade Marks and shall ensure that each reference to the Trade Marks on the packaging or otherwise is in a manner approved by the Supplier and accompanied by an address approved by the Supplier, that the same is a Trade Mark of the Supplier.
- 9.3 The Distributor shall not:
- 9.3.1 make modifications to their packaging;
 - 9.3.2 use in relation to the Products trade marks other than the Trade Marks without the prior written consent of the Supplier;
 - 9.3.3 deface, tamper with, remove or alter any of the Trade Marks, trade names, logos or other identifying numbers which may be embossed upon or affixed to the Products or the packaging therefor supplied to the Distributor;
 - 9.3.4 use any of the Trade Marks in a manner which might prejudice their distinctiveness or the goodwill of the Supplier subsisting therein;
 - 9.3.5 acquire any right, title or interest in any of the Trade Marks or the goodwill associated with any of the advertising, promotional or other material for or relating to the Products and supplied by or for the Supplier. Notwithstanding the foregoing, any such right, title or interest as may exist in favour of the Distributor, the Supplier forthwith assign or otherwise transfer the same to the Supplier; or
 - 9.3.6 use in the Territory trade names so resembling any of the Trade Marks as to be likely to cause confusion or deception.
- 9.4 The Distributor shall assign to the Supplier all rights, titles or interests in the Trade Marks and shall execute such registered user agreements or licences in relation to the Trade Marks in the Territory as the Supplier may require, provided that the provisions thereof shall not be more onerous than the provisions of this Agreement.
- 9.5 The Distributor shall promptly report to the Supplier any actual, threatened or suspected infringement of any patents, registered trade names or the Trade Marks relating to the Products in the Territory which comes to its notice, and shall assist the Supplier with all such assistance as the Supplier may reasonably require to put to an end such infringement.

or wrongful use. The Supplier shall be responsible for any reasonable out-of-pocket expenses incurred by the Distributor in providing such assistance provided that such expenses are approved in advance by the Supplier.

The Distributor for any reasonable or in providing such assistance approved in advance by the Supplier.

10. Payment and Records

10.1 Subject to Sub-Clause 10.2, the price of the Products shall be the Supplier's price for the Products, including packing and/or delivery charges.

payable by the Distributor for the Products, including additional charges if any in respect of packing and/or delivery by the Supplier.

10.2 The Supplier reserves the right to increase the price of the Products at any time during the period of the Agreement, but the Supplier will not increase the price of the Products by more than <<notice required for increase in prices>> days in advance. The Distributor shall have the right to amend any orders for Products within <<notice allowed for amendment of orders>> days of that notice to cancel or amend any orders for Products.

Scheduled Prices of any Products but in the event of a proposed increase in the price of the Products, the Distributor shall have the right to amend any orders for Products within <<notice allowed for amendment of orders>> days of that notice to cancel or amend any orders for Products.

10.3 All sums payable by either party shall be exclusive of any value added tax or other taxes and duties and the party responsible for its own tax liabilities.

Agreement are exclusive of any value added tax or other taxes and duties and the party responsible for its own tax liabilities.

10.4 All payments required to be made within <<number of days>> days of the date of the relevant invoice in <<type of currency>> and to such bank in <<name of city>> as the other party may from time to time require, without any set-off, withholding or deduction.

is Agreement by either party shall be made within <<number of days>> days of the date of the relevant invoice in <<type of currency>> and to such bank in <<name of city>> as the other party may from time to time require, without any set-off, withholding or deduction.

10.5 If either party is required to make a deduction or withholding in relation to any payment pursuant to this Agreement, it shall do all things in its power to ensure that the party to whom the payment is made (or, if that is not possible) a credit for that deduction or withholding is given at the same time as the deduction or withholding is made.

deduction or withholding in relation to any payment pursuant to this Agreement, it shall do all things in its power to ensure that the party to whom the payment is made (or, if that is not possible) a credit for that deduction or withholding is given at the same time as the deduction or withholding is made.

10.6 Where any payment pursuant to this Agreement is required to be made on a day on which is not a Business Day, the payment shall be made on the next following Business Day.

is required to be made on a day on which is not a Business Day, the payment shall be made on the next following Business Day.

10.7 Each party shall:-

10.7.1 keep, or procure to be kept, records and books of account as are necessary to enable the other party to verify the sums payable by it pursuant to this Agreement;

records and books of account as are necessary to enable the other party to verify the sums payable by it pursuant to this Agreement;

10.7.2 at the reasonable request of the other party, allow the other party or its agent to inspect the records and books of account and, to the extent

party, allow the other party or its agent to inspect the records and books of account and, to the extent

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that they relate to
and

10.7.3 within << >> days
and supply to the
the sums paid by

10.8 If either party fails to pay
other pursuant to this Agreement
amount shall bear interest
before and after any judgment
<<name of Bank>> Bank

10.9 Where any sum payable
other than <<currency payable in>>
<<currency>> by reference to
<<name of Bank>> Bank
business on the due date

10.10 If the Distributor fails to
time specified in Sub-Clause
any other rights or remedies

10.10.2 cancel or suspend

10.10.2 charge the Distributor
charged>>% per annum
from time to time until
payment is made

10.10.3 terminate this Agreement

11. Duration and Termination

11.1 This Agreement shall continue
continue for a period of
following provisions set

11.2 Either party shall have the
period for Termination>>
the expiry of the period
which this Agreement has
Agreement for a further
remain in force>> Years
further occasions provided
one or more occasions

sums, to take copies of them;

Year, obtain at its own expense
certificate as to the accuracy of
this Agreement during that Year.

amount which is payable to the
prejudice to Clause 11, that
payment is made in full, both
<<interest>> per cent per annum over
to time.

Amount is calculated in a currency
converted into <<alternative
relevant buying and selling rates of
<<relevant city>> at the close of

Aspect of the Products within the
Supplier shall, without prejudice to
settled to:

the Products to the Distributor;

is due at the rate of <<interest to be
<<name of Bank>> Bank plc's base rate in force
became due until the date actual
judgement;

Commencement Date and shall
years from that date, subject to the

giving not less than <<notice
to the other at any time prior to
11.1 (or any further period for
to this provision) to extend this
the agreement will be allowed to
or to extend it on one or more
of the Agreement as extended on

11.3 Either party may forthwith terminate this Agreement with the other party if:

11.3.1 any sum owing to either party under any of the provisions of this Agreement is not paid by the due date for payment;

11.3.2 that other party in breach of any of the provisions of this Agreement and, after written notice of remedy, fails to remedy it within <<amount of time to remedy breach>> Business Days after the written notice being given with particulars of the breach and requiring it to be remedied;

11.3.3 an encumbrance is placed on the land where that other party is a company, a related company or a subsidiary of that other party;

11.3.4 that other party enters into an arrangement with its creditors or, where that other party is a company, an administration order (within the meaning of the Companies Act 1985);

11.3.5 that other party is a company and a bankruptcy order made against it or, for the purposes of a company, a winding up order is made against the company or the company is placed into liquidation (except for the purposes of a reconstruction and in such a manner that the company does not effectively agree to be bound by or agree to be bound by that other party under this Agreement);

11.3.6 anything analogous to any of the above occurring in any jurisdiction outside the United Kingdom;

11.3.7 that other party ceases, to carry on business; or

11.3.8 Control of that other party is taken over by any person or Connected Person not having been a Connected Person on the date of this Agreement.

11.4 [The Supplier may forthwith terminate this Agreement with the Distributor if the Distributor fails to meet the sales target for the relevant period];

11.5 For the purposes of Section 11.3, a party shall be considered capable of remedying a breach of the provision in question in all respects other than a breach of the provision in question (provided that the time of performance is not of the essence).

12 Effects of Termination

12.1 On termination, the Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.2 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.3 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.4 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.5 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.6 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.7 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.8 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.9 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.10 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.11 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.12 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

12.13 The Supplier shall deliver to the Distributor before the termination date all orders received from the Distributor before the termination date.

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12.1.1 fulfil any such
has not yet de

as accepted prior to that date but
and

12.1.2 refund to the
respect of any
date;

in advance by the Distributor in
Supplier has not accepted by that

12.2 All sums which may b
Products supplied pri
due and payable by t

istributor to the Supplier in respect of
termination shall forthwith become
olier;

12.3 The Supplier shall ha
months of the date of
Distributor any stocks
under the control of th
Distributor for the Pro
the date on which the
be responsible for the
Products;

icised by letter or e-mail within 3
ement to repurchase from the
shall then be in the possession of or
arket value or the price paid by the
n the Supplier and the Distributor at
ded always that the Supplier shall
urance of such re-purchased

12.4 The Distributor shall c
[exclusive] OR [non-e
Territory and shall ren
promotional literature

ent itself as appointed [sole] OR
e Supplier's Products within the
h effect from its stationery,

12.5 The Distributor shall c
use of the Trade Mar
which the Supplier do

note the Products or to make any
ose of selling Products in respect of
of re-purchases;

12.6 The Distributor shall a
dispose of in accorda
literature, documents
to the Products;

r to the Supplier or otherwise
structions all sales and promotional
ormation and customer lists relating

12.7 The Distributor shall a
cancellation of any re
Clause 9.4 above;

th the Supplier in procuring the
s entered into pursuant to Sub-

12.8 All the rights and oblig
except for any rights c
be subject before its t
except as otherwise p

ter this Agreement shall terminate,
y of the parties may be entitled or
remain in full force and effect) and
2;

12.9 The Distributor shall h
of distribution rights, l

e Supplier for compensation for loss
imilar loss;

12.10 Neither the rights to t
exercise shall affect c

ovisions of this Agreement nor their

12.10.1 any right to
have in res

dy which the terminating party may
se to the termination; or

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12.10.2 any other right or remedy which either party may have in respect of this Agreement which existed at or before the date of termination;

remedy which either party may have in respect of this Agreement which existed at or before the date of termination;

12.11 Clauses 1 (Definitions), 2 (Interpretation), 3 (Confidentiality), 14 (Liability), 15 (Indemnity) and 25 (Assignment) shall remain in effect.

Clauses 1 (Definitions), 2 (Interpretation), 3 (Confidentiality), 14 (Liability), 15 (Indemnity) and 25 (Assignment) shall remain in effect.

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13 Confidentiality

13.1 Each party undertakes not to disclose or use any Restricted Information authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.1.1 [use reasonable steps to ensure that Restricted Information is kept confidential all Restricted Information;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.1.2 not disclose any Restricted Information to any other person;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.1.3 not use any Restricted Information for any purpose other than as contemplated by the terms of this Agreement;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.1.4 not make any Restricted Information available in any way or part with possession of any Restricted Information;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.1.5 ensure that no person, including its directors, employees, agents or advisers does any act which would be a breach of the above provisions of this Clause;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.2 Either party may:

13.2.1 disclose any Restricted Information to:-

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.2.1.1 an officer or customer of that party;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.2.1.2 an authority or regulatory body; or

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.2.1.3 an agent of that party or of any of the parties to the Agreement, in connection with the performance of its duties under the Agreement;

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

to such extent as may be necessary for the purposes contemplated by this Agreement, or

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

informing the other party of any such body as is mentioned in

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

and (except where the Restricted Information is confidential

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

13.2.1.2 above) obtaining and

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

submitting to the other party (or any such body) obtaining and

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

question, as may be necessary for the purposes contemplated by this

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

Restricted Information, to keep the

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

which the disclosure of such information is necessary for the purposes for

Each party undertakes not to disclose or use any Restricted Information authorised in writing by Sub-Clause 13.3 or as otherwise authorised in writing by the other party, at all times during the continuance of this Agreement and for a period of 24 calendar months after its termination:

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13.2.2 use any Restriction for any purpose, or disclose it to any other person, to the

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13.2.2.1 it is not known by that party, or at any time after that date through no fault of that party, provided that the Supplier does not disclose any part of that Restriction which is not public knowledge; or

13.2.2.2 it is not known by that party, to the reasonable satisfaction of the Supplier, to have been known to that party prior to

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13.3 The provisions of this Agreement shall be in force in accordance with their terms, notwithstanding any Agreement for any reason.

14 Liability

Notwithstanding anything to the contrary in or to the Agreement, the Supplier shall not, except in respect of death or personal injury, be liable for negligence of the Supplier, be liable to the Distributor by reason of any implied warranty, condition or other term or any duty at common law or otherwise, for any indirect or consequential loss or damage, whether for loss of profit or otherwise, and whether occasioned by the Supplier or its employees or agents or otherwise) arising out of or in connection with the manufacture or supply of the Goods by any customer.

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15 Indemnity

15.1 If any claim is made or incurred by or against the Supplier or its associated companies or agents or servants or agents arising out of or in connection with this Agreement, whether or not the same may arise and whether or not the claim is caused in whole or otherwise, but except as a result of the wilful default of the Supplier, the Supplier shall indemnify the Supplier in respect of any loss, damage or expense claimed for compensation or any legal costs or incurred by the Supplier or its associated companies or agents or servants or agents paid by the Supplier in settlement of the claim.

15.2 The indemnity given under clause 15.1 shall only apply provided that, and the Supplier accordingly

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15.2.1 the Distributor shall be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim;

15.2.2 the Supplier shall provide the Distributor all reasonable assistance for the conduct of any proceedings or negotiations;

15.2.3 except pursuant to the provisions of clause 15.2.2, the Supplier shall not pay or accept any costs or expenses in respect of any such claim or threatened claim or proceedings or negotiations, nor shall the Supplier be liable for any such claim or threatened claim or proceedings or negotiations, unless such claim or threatened claim or proceedings or negotiations are reasonably foreseeable and the Supplier has not taken all reasonable steps to avoid or mitigate or reduce any loss of or damage to the Distributor (which shall not be limited by the fact that the Supplier has not taken all reasonable steps to avoid or mitigate or reduce any loss of or damage to the Distributor);

15.2.4 the Supplier shall not be liable for any such claim or threatened claim or proceedings or negotiations, unless such claim or threatened claim or proceedings or negotiations are reasonably foreseeable and the Supplier has not taken all reasonable steps to avoid or mitigate or reduce any loss of or damage to the Distributor (which shall not be limited by the fact that the Supplier has not taken all reasonable steps to avoid or mitigate or reduce any loss of or damage to the Distributor);

15.2.5 the Distributor shall be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim; and the Supplier shall accordingly be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim; and the Supplier shall accordingly be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim;

15.2.6 the Distributor shall be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim; and the Supplier shall accordingly be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim; and the Supplier shall accordingly be responsible for the conduct of any proceedings or negotiations in respect of such claim or threatened claim;

16 Force Majeure

16.1 For the purposes of this Agreement, "Force Majeure" means, in relation to either party, any circumstance which is beyond the reasonable control of that party.

16.2 Neither party shall be liable to the other by reason of the non-performance of any of its obligations under this Agreement, if the non-performance is due to Force Majeure. The time for performance of any such obligations shall be extended accordingly.

16.3 If the performance by either party of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of <<insert number>> of Business Days, the parties shall enter into bona fide negotiations with a view to agreeing upon such alternative arrangements as may be reasonable. [AND/OR] [the other party shall be entitled to terminate this Agreement by giving <<insert number>> of Business Days written notice to the other party if the performance of its obligations under this Agreement is so affected.]

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17 [Data Protection

- 17.1 All personal information will be collected, processed in accordance with the provisions of the Data Protection Legislation. In the case of the Other Party, the case may be, either the First Party or the Other Party, the rights under the Data Protection Legislation shall be exercised by the First Party.
- 17.2 For complete details of the collection, processing, storage, and retention of personal data, the First Party and the Other Party shall refer to the Privacy Notice of the First Party. The respective Privacy Notices of the First Party and the Other Party are attached at Schedule 6.
- 17.3 All personal data to be shared between the First Party and the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into between the First Party and the Other Party on <<insert date>> pursuant to this Agreement.]

Distributor ("First Party") may use the personal data of the Other Party in accordance with the provisions of the Data Protection Legislation. In the case of the Other Party, the case may be, either the First Party or the Other Party, the rights under the Data Protection Legislation shall be exercised by the First Party.

For complete details of the collection, processing, storage, and retention of personal data, the First Party and the Other Party shall refer to the Privacy Notice of the First Party. The respective Privacy Notices of the First Party and the Other Party are attached at Schedule 6.

All personal data to be shared between the First Party and the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into between the First Party and the Other Party on <<insert date>> pursuant to this Agreement.]

18 [Data Processing

All personal data to be processed by the First Party on behalf of the Supplier or by the Supplier on behalf of the Distributor shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to this Agreement.]

All personal data to be processed by the First Party on behalf of the Supplier or by the Supplier on behalf of the Distributor shall be processed in accordance with the terms of the Data Processing Agreement entered into by the Parties on <<insert date>> [pursuant to this Agreement.]

19 Nature of the Agreement

- 19.1 Each party shall be entitled to exercise any rights granted to it by the other party through any other Member of its Group, provided that the exercise of such rights shall, for all the purposes of the Data Protection Legislation, be deemed to be the act or omission of the party in question.
- 19.2 Subject to Sub-Clause 19.3, neither party may assign, mortgage, charge, or otherwise delegate any of its rights or obligations hereunder, except with the prior written consent of the other party.
- 19.3 This Agreement contains the entire agreement between the parties with respect to its subject matter.
- 19.4 This Agreement supersedes all previous agreements, promises, assurances, warranties, and understandings between them, whether written or oral, entered into between the parties prior to the date of this Agreement.

Each party shall be entitled to exercise any rights granted to it by the other party through any other Member of its Group, provided that the exercise of such rights shall, for all the purposes of the Data Protection Legislation, be deemed to be the act or omission of the party in question.

Subject to Sub-Clause 19.3, neither party may assign, mortgage, charge, or otherwise delegate any of its rights or obligations hereunder, except with the prior written consent of the other party.

This Agreement contains the entire agreement between the parties with respect to its subject matter.

This Agreement supersedes all previous agreements, promises, assurances, warranties, and understandings between them, whether written or oral, entered into between the parties prior to the date of this Agreement.

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19.5 [Each Party agrees that representation, assurance or warranty made in respect of any statement, representation, assurance or warranty made innocently or negligently) that is not set out in this

19.6 This Agreement may not be made an instrument in writing signed by the duly authorised representative of the Party.

19.7 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of any provision of the Agreement, and no waiver by either Party shall be deemed to be a waiver of any other provision.

19.8 No person other than a Party or its successors and permitted assigns shall have any right to enforce its terms.

19.9 If any one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be deemed to be severed from the remainder of the Agreement and the remainder of this Agreement shall be valid and enforceable.

20 Costs

Subject to any express provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation and carrying into effect of this Agreement.

21 Notices and Service

21.1 All notices and other communications under this Agreement shall be in writing and be deemed duly given if delivered to the Party giving the notice at the address of the Party giving the notice.

21.2 Notices shall be deemed to have been given if:

21.2.1 when delivered, by hand or by registered mail)

21.2.2 if transmitted by electronic means or

21.2.3 on the [second] business day following transmission; or by post, if mailed by prepaid first class post.

21.3 In each case notices shall be deemed to have been given if notified to the other Party at the last known address or e-mail address of the Party.

s in respect of any statement, representation, assurance or warranty made innocently or negligently)

an instrument in writing signed by the duly authorised representative of the Party.

ny of its rights under this Agreement shall be deemed to be a waiver of any subsequent breach of any provision of the Agreement, and no waiver by either Party shall be deemed to be a waiver of any other provision.

their successors and permitted assigns shall have any right to enforce its terms.

are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be deemed to be severed from the remainder of the Agreement and the remainder of this Agreement shall be valid and enforceable.

to this Agreement shall pay its own costs of and incidental to the negotiation and carrying into effect of this Agreement.

Agreement shall be in writing and be deemed duly given if delivered to the Party giving the notice at the address of the Party giving the notice.

n:

other messenger (including by hand or by registered mail)

ess Day following transmission;

ailing, if mailed by prepaid first class post.

ecent address or e-mail address of the Party.

22 Relationship of the Parties

- 22.1 The Distributor acts as a **sole agent** for the Supplier under this Agreement.
- 22.2 Nothing in this Agreement shall be construed to place the Parties in the relationship of agent and principal, employer and employee, or joint venturers.
- 22.3 Neither Party shall have the authority to bind or obligate or bind the other in any manner whatsoever.

23 Set Off

The Distributor shall not be entitled to set off any sums after they become due by reason of any right of set-off or counterclaim which the Distributor may have or allege to have or for any other reason whatsoever.

24 Arbitration

- 24.1 Any dispute, difference or claim arising out of or in connection with this Agreement shall be referred to arbitration in London of a single arbitrator appointed by the parties within <<time limit for appointment>> days of the date on which reference is made by either party, or if no arbitrator is nominated on the application of either party, the <<Title of relevant person>> shall be the arbitrator>>.
- 24.2 Sub-Clause 24.1 shall not apply to any dispute arising out of or in connection with the Agreement in respect of which the consequences; or
- 24.2.1 apply to any dispute arising out of or in connection with the Agreement in respect of which the consequences; or
- 24.2.2 preclude the making of an application to the Court for injunctive relief.

25 Applicable Law and Jurisdiction

- 25.1 This Agreement (including any amendments thereto) shall be governed by, and construed in accordance with, the law of England and Wales.
- 25.2 The Parties irrevocably and exclusively agree that any controversy, proceedings or claim arising out of or in connection with this Agreement (including any non-contractual matters and obligations associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been signed by the Parties on the day and year first before written.

SIGNED by

<<Name and Title of person signing for Supplier>>

for and on behalf of <<Supplier's name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Distributor>>

for and on behalf of <<Distributor's name>>

In the presence of

<<Name & Address of Witness>>

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<<Insert details of signature here>>

SCHEDULE 4 – SUPPLIERS

<<Insert details of schedule here>>

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<<Insert the full name of the Product here>>

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SCHEDULE 6:

<<Insert a definition of the Product here>>

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<<Insert description services to be provided to the Distributor here>>

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SCHEDULE 7:

<<Attach a copy of each party's schedule of minimum quantities as set out in sub-Clause 17.2>>

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SCHEDULE 7: MINIMUM QUANTITIES

<<Set out minimum quantity for each Product - see sub-Clause 3.2>>

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