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(2) [LIMITED]

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DIST (DISTRIBUTOR)

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THIS AGREEMENT is dated <<

BETWEEN:

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(1) <<Name of Supplier>> [registered in <<Country of Registration>> under number <<Company's Registered Number>>] whose registered office is at <<Company's Registered Office Address>>] (hereinafter known as the "Supplier") and

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(2) <<Name of Distributor>> [registered in <<Country of Registration>> under number <<Company's Registered Number>>] whose registered office is at <<Company's Registered Office Address>>] (hereinafter known as the "Distributor")

WHEREAS:

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A. The Supplier manufactures <<Product Name>> and wishes to appoint the Distributor as its [sole/solely/exclusive] distributor for the Products in the Territory, and the Distributor has accepted that appointment.

B. The Supplier and the Distributor have entered into an agreement upon the terms and subject to the conditions set out in Schedule 1 which shall govern that appointment.

NOW IT IS HEREBY AGREED as follows:

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1. **Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires:

"Business Day" means any day which is not a Saturday or Sunday and which is not a bank or public holiday on which ordinary banks are open for their full range of normal business in <<name of Territory>>

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"Commencement" [insert date] [the date of this Agreement] OR [insert alternative date];

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"Connected Person" meaning given to that expression by section 1122 of the Corporation Tax Act 2010;

"Control" meaning given to that expression by section 1124 of the Corporation Tax Act 2010;

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"Data Protection" any and all legislation and other regulatory requirements from time to time in force in the United Kingdom governing the collection, holding, and processing of personal data including, but not limited to, the Data Protection Act 2018 or any other legislation, and EU Regulation 2016/679 General Data Protection Regulation and any other directly applicable EU legislation relating to privacy and data protection (for so long as EU law has legal effect in the UK);

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"Group" in relation to any Company, that Company and any other company which, at any relevant time, is its Holding Company or its Subsidiary, or the Subsidiary of any such Company; and "Member" of a Group shall have the corresponding meaning;

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"Holding Company" shall have the meanings given to this expression by section 1159 of the Companies Act 2006;

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"Intellectual Property" shall mean all rights in any patents, trade marks, service marks, registered designs, trade names (and rights to apply for any of the above rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and trade names, copyrights, database rights, know-how, trade secrets, rights in designs

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entions, or goodwill;

ts under licences, consents, orders, s or otherwise in relation to a right in aph (a);

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ts of the same or similar effect or as or to those in paragraphs (a) and ch now or in the future may subsist;

right to sue for past infringements of he foregoing rights;

"Products"

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the particular products listed in the Schedule] OR [products of the type(s) d to in the Product Schedule as are actured][sold] by the Supplier and of ner][similar][the same] types(s) actured][sold] by the Supplier as may fied from time to time in writing by the r to the Distributor] OR [agreed from time in writing between the Supplier Distributor];

"Restricted Info

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in relation to the business, affairs, ers, clients or suppliers of either party, tion which is disclosed by that party to er party pursuant to, or in connection is Agreement (whether orally or in or any other medium, and whether or information is expressly stated to be ntial or marked as such);

"Scheduled Pri

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in relation to any Product specified in duct Schedule, the Supplier's ex-works rice set out in Schedule 3;

"Subsidiary"

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meanings given to this expression by 1159 of the Companies Act 2006;

"Territory"

<Insert location, either all or defined

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the UK>>¹;

"Trade Marks"

trade marks listed in Schedule 4;

"Year"

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the case may be, the period of 365 days beginning on the Commencement Date (the first Year) or the period of 365 consecutive days beginning on the anniversary of the Commencement Date.

1.2 Unless the context otherwise requires, each reference in this Agreement to:-

each reference in this Agreement

1.2.1 "writing" means writing in any form, including electronic or similar means;

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reference, includes a reference to any writing in any form, including electronic or similar means;

1.2.2 a "working day" means any day other than Saturday or Sunday or a public holiday in the territory of the relevant country;

any day other than Saturday or public holiday in the territory of the relevant country;

1.2.3 a statute means a statute or provision of law in force at the relevant time;

reference is a reference to that statute or provision in force at the relevant time;

1.2.4 "this Agreement" means this Agreement and each of the Schedules implemented at the relevant time;

reference to this Agreement and each of the Schedules implemented at the relevant time;

1.2.5 a Schedule means a Schedule to this Agreement; and

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reference to this Agreement; and

1.2.6 a clause means a clause of this Agreement (including the Schedules) or a paragraph of the relevant Schedule;

reference to a Clause of this Agreement (including the Schedules) or a paragraph of the relevant Schedule;

1.3 In this Agreement:-

1.3.1 a party means a party to this Agreement, and any reference to a party shall be construed as a reference to the two parties to this Agreement;

reference to this Agreement, and any reference to a party shall be construed as a reference to the two parties to this Agreement;

1.3.2 the parties' representatives means the representatives of the parties in title and permitted to act on their behalf;

reference to their respective personal representatives means the representatives of the parties in title and permitted to act on their behalf;

1.3.3 a person means an individual, a partnership, a corporation, unincorporated association or other legal entity;

reference to a person means an individual, a partnership, a corporation, unincorporated association or other legal entity;

1.3.4 a singular reference shall include a plural reference and vice versa; and

reference to a singular reference shall include a plural reference and vice versa; and

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¹ This template assumes that the parties will be based in the UK.

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1.3.5 either by other gender.

1.4 The headings are for convenience only and shall have no effect on its

2. **Appointment**

2.1 The Supplier hereby appoints the Distributor as its ²[sole] OR [exclusive] OR [non-exclusive] sale of the Products in the Territory and the Distributor, to the extent of its capacity, upon the terms of, and subject to the Agreement.

2.2 The Distributor shall not:

2.2.1 purchase the Products for resale from any person other than the Supplier; or

2.2.2 manufacture or sell goods which compete with the Products;

2.2.3 in a territory, actively advertise or solicit orders, or maintain distribution depots for the Products, unless all only apply where the Supplier has reserved the right to do so exclusively to itself or to another buyer. The Distributor shall in any other case respond to orders for the sale of the Products from outside the Territory.

2.3 [³The Supplier may appoint one or more distributors in the Territory during any of that period of this Agreement (except as provided in Sub-clause 2.3.3)

2.3.1 appoint any person, firm or company as a distributor or agent in the Territory during any of that period;

2.3.2 supply the Products for resale to any person, firm or company other than the Distributor; [or]

2.3.3 [⁴supply the Products to any person, firm or company in the Territory (other than an end user”) and the Supplier

² See footnotes 3 and 4 and sub-Clause 2.2.3

³ If it is intended that the Supplier should be allowed to sell direct to end customers in the Territory, the words in square brackets (2.3.3) shall be deleted. See also footnote 4.

⁴ The words in square brackets (2.3.3) shall be deleted. The Supplier shall not be allowed to sell direct to an end customer in the Territory (but not to any agent, distributor or other person).

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4. **Distributor's Obligations**

The Distributor shall:

- 4.1 use its reasonable efforts to promote and extend the distribution and sale of the Products in the Territory as provided in the Agreement and it may think fit;
- 4.2 make clear, in all communications with customers and prospective customers, that it is acting as an agent of the Supplier and not as an independent contractor;
- 4.3 provide the Supplier with a written report, within a time period<>>, with effect from the Commencement Date, detailing the sales of the Products in the Territory during the preceding <<time period>> and such other information as the Supplier may reasonably require;
- 4.4 maintain books of account, including customer lists, and to take such other steps as the Supplier may reasonably require in order to inspect the same;
- 4.5 distribute any promotional literature that may from time to time be supplied to customers;
- 4.6 submit all advertising materials to the Supplier a month prior to publication and not publish such advertisements or other promotional materials without the written approval of the Supplier. If there are no written objections from the Supplier, such material will be deemed approved;
- 4.7 spend in each Territory a sum of not less than <<minimum amount>> in advertising the Products in the Territory;
- 4.8 at all times maintain a staff of competent to [install, commission, and servicing] the Products, including suitably trained and experienced staff, and suitable warehousing facilities for the Products;
- 4.9 deal promptly with claims or actions relating to the Products and to take such other steps as may be formed of any matters relating to defects or alleged infringement of intellectual property rights.

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4.10 comply with all requirements relating to the

requirements from time to time in force the Products in the Territory;

4.11 provide the Supplier with up-to-date price lists issued to customers upon request;

up-to-date price lists issued to customers upon request;

4.12 on the Commission's request, to its anticipated requirements thereafter, which shall be sufficient to meet the demand therefor anticipated in the <<state time period>> and

initial order for Products according to the <<state time period>> and shall ensure that the Supplier maintains at all times sufficient stocks of the Products in the Territory to meet the demand therefor anticipated as referred to in Sub-Clause 4.3 above;

4.13 keep the Supplier informed of the sale, distribution and promotional activities of any companies manufacturing or marketing in the Territory any products likely to compete with the Products and also of any significant event affecting the sale [or servicing] of the Products.

and regularly, and as the need arises, inform the Supplier of the sale, distribution and promotional activities of any companies manufacturing or marketing in the Territory any products likely to compete with the Products and also of any significant event affecting the sale [or servicing] of the Products.

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5. **Conditions of Sale**

5.1 The title to any Products shall not pass to the Distributor until full payment in full of both the price thereof and any applicable taxes has been received by the Supplier.

Products shall not pass to the Distributor until full payment in full of both the price thereof and any applicable taxes has been received by the Supplier.

5.2 Risk of loss of the Products shall pass to the Distributor upon delivery as stated in the invoice.

Risk of loss of the Products shall pass to the Distributor upon delivery as stated in the invoice.

5.3 Subject as hereinafter provided, the Supplier warrants to the Distributor that:

the Supplier warrants to the Distributor that:

5.3.1 all Products will conform to the specifications set forth in the Schedule of Specifications attached hereto.

all Products will be of satisfactory quality and will conform to the specifications set forth in the Schedule of Specifications attached hereto;

5.3.2 the Supplier has not used any trade marks or trade names of any third party in the Territory which are identical to or similar to the Products at the date of this Agreement.

no trade marks or trade names are used on the Products which are identical to or similar to the Products at the date of this Agreement.

5.3.3 it is not aware of any third party in the Territory which is using any trade marks or trade names which are identical to or similar to the Products at the date of this Agreement.

it is not aware of any third party in the Territory which is using any trade marks or trade names which are identical to or similar to the Products at the date of this Agreement.

5.3.4 the Products are free from any charge or encumbrance when title in the Products passes to the Distributor.

the Products are free from any charge or encumbrance when title in the Products passes to the Distributor.

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5.4 In the event of whatever reason, and will indemnify the Distributor who

Supplier's warranty in Sub-Clause 5.3 by the Supplier shall be liable for any loss, damage, cost or any other expenses suffered by the Supplier, special or consequential.

5.5 All the Products shall be sold subject to the Supplier's Standard Conditions of Sale, as altered or modified from time to time, any alteration to the extent that it is not inconsistent with the terms of this Agreement, in the event of any such alteration, the standard Conditions of Sale shall prevail. A copy of the Supplier's Standard Conditions of Sale as of the date hereof has been supplied to the Distributor.

Supplier shall be sold subject to the Supplier's Standard Conditions of Sale, as altered or modified from time to time, any alteration to the extent that it is not inconsistent with the terms of this Agreement, in the event of any such alteration, the standard Conditions of Sale shall prevail. A copy of the Supplier's Standard Conditions of Sale as of the date hereof has been supplied to the Distributor.

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6. **Services**

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6.1 The Distributor shall provide the Services for the Products listed in the Schedule 1 to the Products as set out in the Schedule 1.

territory, the Services for the Products listed in the Schedule 1 to the Products as set out in the Schedule 1. **OR** [but only for such of the Products as set out in the Schedule 1].

6.2 The Distributor shall ensure that:

that:

6.2.1 all Services shall comply with any statutory requirements in force at the time of the Services.

Products with the relevant requirements of any statutory order or regulation which may be in force at the time of the Services; and

6.2.2 all persons performing the Services shall be suitably skilled and experienced.

Performance of the Services will be suitably skilled and experienced in the task assigned to them.

6.3 The Distributor shall provide the Services for the Products to the extent of the Services set out in the Schedule 1 to the Products in respect of the Products set out in the Schedule 1.

Supplier with a list of all its customers for servicing and repairs carried out in respect of the Products set out in the Schedule 1.

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7. **Support and Training**

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7.1 The Supplier shall provide the Distributor with such samples, catalogues and other information concerning the Products as the Supplier may reasonably be expected to provide. The Supplier shall use all reasonable endeavours to provide technical support in response to enquiries concerning the Products.

provide the Distributor with such samples, catalogues and other information concerning the Products as the Supplier may reasonably be expected to provide. The Supplier shall use all reasonable endeavours to provide technical support in response to enquiries concerning the Products.

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7.2 During the Year

commencement Date:

7.2.1 the Supplier shall be available to the Distributor at such time as may be required by the Distributor for the purpose of providing services to the Distributor;

the Distributor shall be available to the Distributor at such time as may be required by the Distributor for the purpose of providing services to the Distributor; and

7.2.2 the Distributor shall be available to send to the Supplier's premises at such time as may be required by the Distributor for the purpose of providing services to the Supplier; and for a period not exceeding <<period>> of employees>> suitably qualified for training by the Supplier in matters relating to their marketing.

the Distributor shall be available to send to the Supplier's premises at such time as may be required by the Distributor for the purpose of providing services to the Supplier; and for a period not exceeding <<period>> of employees>> suitably qualified for training by the Supplier in matters relating to their marketing.

7.3 The Services set out in Clauses 7.1 and 7.2 shall be provided by the Supplier pursuant to Sub-Clauses 7.1

Supplier pursuant to Sub-Clauses 7.1

7.4 In any case where either party wishes to visit the premises of the other for the purposes of this Agreement, the following shall apply:

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

7.4.1 procure and obtain all necessary security, safety and other measures to be taken at the other party's premises;

the other party shall comply with all security, safety and other measures to be taken at the other party's premises;

7.4.2 indemnify and hold the other party harmless from and against any direct damage to property of the other party caused by any act or omission of any such employee of the other party.

the other party shall indemnify and hold the other party harmless from and against any direct damage to property of the other party caused by any act or omission of any such employee of the other party.

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8 Trademarks and Packaging

8.1 The Supplier hereby grants to the Distributor the right to use the Trade Marks in the Territory of the Distributor for the purposes only of exercising its obligations under this Agreement.

The Distributor shall be entitled to use the Trade Marks in the Territory of the Distributor for the purposes only of exercising its obligations under this Agreement.

8.2 The Distributor shall ensure that each product of any of the Trade Marks on the packaging or other material used for the product is from time to time approved by the Supplier and a copy of such approval shall be provided to the Supplier, together with a copy of the Trade Mark of the Supplier.

The Distributor shall ensure that each product of any of the Trade Marks on the packaging or other material used for the product is from time to time approved by the Supplier and a copy of such approval shall be provided to the Supplier, together with a copy of the Trade Mark of the Supplier.

8.3 The Distributor shall not use in its products or their packaging;

8.3.1 make use of any trade marks other than the Trade Marks of the Supplier; or
8.3.2 use in its products or their packaging any trade marks other than the Trade Marks of the Supplier without the prior written consent of the Supplier.

make use of any trade marks other than the Trade Marks of the Supplier; or
use in its products or their packaging any trade marks other than the Trade Marks of the Supplier without the prior written consent of the Supplier.

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8.3.3 deface trade marks or be embossed therefor;

or remove any of the Trade Marks, identification numbers which may be embossed on the Products and the packaging therefor by the Supplier;

8.3.4 use any distinctive mark thereon;

in any way which might prejudice their goodwill of the Supplier subsisting in or to any of the Trade Marks or

8.3.5 acquire the good will or promote the Product. Notwithstanding the above, the Distributor may otherwise

use in or to any of the advertising, work or material for or relating to the Product developed by or for the Supplier.

8.3.6 use in any trademark cause

if any such right, title or interest as may arise in favour of the Distributor, by the Supplier forthwith assign or absolutely to the Supplier; or marks or trade names so resembling those of the Supplier as to be likely to

8.4 The Distributor shall execute such registered user agreement in the Territory and the provisions thereof shall be no more onerous or restrictive than the provisions of the

agreement of the use of the Trade Marks in the Territory and shall be no more onerous or restrictive than the provisions of the

8.5 The Distributor shall indemnify the Supplier of any actual, threatened or suspected infringement of its notice, of any of the Trade Marks and provide the Supplier with all such assistance as may be reasonably require in attempting to put to an end such infringement. The Supplier shall reimburse the Distributor for any expenditure incurred by the Supplier in connection with such assistance provided that such expenditure has been approved in writing by the Supplier.

use in the Territory which comes to the attention of the Supplier and provide the Supplier with all such assistance as may be reasonably require in attempting to put to an end such infringement. The Supplier shall reimburse the Distributor for any expenditure incurred by the Supplier in connection with such assistance provided that such expenditure has been approved in writing by the Supplier.

9 Payment and Records

9.1 Subject to Subclause 9.2, the Supplier shall supply the Products to the Distributor in respect of the Territory at the Scheduled Prices of the Supplier.

prices payable by the Distributor for the Products shall be the Scheduled Prices plus additional charges if any for freight, handling and insurance arranged by the Distributor.

9.2 The Supplier shall supply the Products at any time when ordered by the Distributor at the Scheduled Prices of the Supplier.

at the Scheduled Prices of any of this Agreement, but in the event of a change in the Scheduled Prices of any of this Agreement, but in the event

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full, both before and after tax, at the rate of <<rate of interest>> per cent per annum over the period of <<term>> months.

at <<rate of interest>> per cent per annum over the period of <<term>> months from time to time.

9.9 Where any sum payable by the Distributor under this Agreement is calculated in a currency other than the <<base currency>> it shall be converted into <<alternative currency>> at the average of the relevant buying and selling rates of <<name of Bank>> Bank Plc ruling in <<name of relevant city>> on the due date.

Agreement is calculated in a currency other than the <<base currency>> it shall be converted into <<alternative currency>> at the average of the relevant buying and selling rates of <<name of Bank>> Bank Plc ruling in <<name of relevant city>> on the due date.

9.10 If the Distributor terminates this Agreement within the time specified in Clause 4 above, the Supplier shall, without prejudice to any other remedies it may have, be entitled to:

terminate this Agreement in respect of the Products specified in Clause 4 above, the Supplier shall, without prejudice to any other remedies it may have, be entitled to:

9.10.1 cancel the Agreement and return to the Distributor all sums due to the Supplier;

cancel the Agreement and return to the Supplier all sums due to the Distributor;

9.10.2 charge interest on all sums due at the rate of <<interest rate>> per annum above <<name of Bank>> Bank plc ruling in <<name of relevant city>> from time to time from the date payment is made, both before and after judgment;

charge interest on all sums due at the rate of <<interest rate>> per annum above <<name of Bank>> Bank plc ruling in <<name of relevant city>> from time to time from the date payment is made, both before and after judgment;

9.10.3 terminate the Agreement and return to the Supplier all sums due to the Distributor.

terminate the Agreement and return to the Supplier all sums due to the Distributor.

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10 Duration and Termination

10.1 This Agreement shall continue for a period of <<term of years>> Years from the Commencement Date and shall be subject to the following provisions:

the Agreement shall continue for a period of <<term of years>> Years from the Commencement Date and shall be subject to the following provisions:

10.2 Either party shall terminate this Agreement by giving not less than <<notice period for termination>> months' written notice to the other at any time prior to the expiry of the term specified in Sub-Clause 10.1 (or any further period of time agreed in writing between the parties to this provision) or if the term has been extended pursuant to this provision) for a further period of <<length of time agreement remains in force>> Years and in the same manner to the other party on any further occasions provided that the total period of the term of the Agreement does not exceed <<total term of years>> Years.

Either party shall terminate this Agreement by giving not less than <<notice period for termination>> months' written notice to the other at any time prior to the expiry of the term specified in Sub-Clause 10.1 (or any further period of time agreed in writing between the parties to this provision) or if the term has been extended pursuant to this provision) for a further period of <<length of time agreement remains in force>> Years and in the same manner to the other party on any further occasions provided that the total period of the term of the Agreement does not exceed <<total term of years>> Years.

10.3 Either party may terminate this Agreement by giving written notice to the other party at any time after the expiry of the term specified in Sub-Clause 10.1 (or any further period of time agreed in writing between the parties to this provision) or if the term has been extended pursuant to this provision) for a further period of <<length of time agreement remains in force>> Years and in the same manner to the other party on any further occasions provided that the total period of the term of the Agreement does not exceed <<total term of years>> Years.

Either party may terminate this Agreement by giving written notice to the other party at any time after the expiry of the term specified in Sub-Clause 10.1 (or any further period of time agreed in writing between the parties to this provision) or if the term has been extended pursuant to this provision) for a further period of <<length of time agreement remains in force>> Years and in the same manner to the other party on any further occasions provided that the total period of the term of the Agreement does not exceed <<total term of years>> Years.

10.3.1 any sum payable by the Distributor under any of the provisions of this Clause shall be paid within <<credit period>> Business Days of the date of payment;

any sum payable by the other party under any of the provisions of this Clause shall be paid within <<credit period>> Business Days of the date of payment;

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the Distributor to the Supplier in
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he Distributor to the Supplier;

11.3 The Supplier s
within 3 month
from the Distri
possession of
or the price pa
Supplier and t
provided alwa
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be exercised by letter or e-mail
on of this Agreement to repurchase
roducts which shall then be in the
e Distributor for a fair market value
ne Products as agreed between the
on which the options exercised,
be responsible for the cost of
hased Products;

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11.4 The Distributor
OR [exclusive]
within the Tern
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represent itself as appointed [sole]
butor of the Supplier's Products
l reference to such effect from its
ame plates;

11.5 The Distributor
make any use
Products in re
purchases;

or promote the Products or to
r than for the purpose of selling
er does not exercise its rights of re-

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11.6 The Distributor
otherwise disp
sales and pro
information an

be deliver to the Supplier or
h the Supplier's instructions all
nents containing technical
to the Products;

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11.7 The Distributor shall not be permitted to join with the Supplier in procuring the cancellation of any agreements entered into pursuant to Sub-Clause 11.7.

11.8 All the rights and obligations of the parties under this Agreement shall terminate, except for the obligations to which any of the parties may be entitled by law, upon termination (which shall remain in full force and effect notwithstanding anything otherwise provided in this Clause 11;

11.9 Neither the rights nor their exercise shall be affected by the provisions of this Agreement unless otherwise provided in this Clause 11:

11.9.1 any right or remedy which the terminating party may have or may be entitled to exercise shall not give rise to the termination; or

11.9.2 any other right or remedy which either party may have in respect of this Agreement which existed at the time of termination; and

11.10 Clauses 1 (Definitions), 2 (Force Majeure), 3 (Governing Law and Jurisdiction), 12 (Confidentiality), 13 (Warranties), 14 (Limitation of Remedies) shall remain in effect.

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12 Confidentiality

12.1 Each party undertakes to keep confidential all Restricted Information provided by Sub-Clause 12.3 or as otherwise provided in this Agreement, it shall, at all times during the term of this Agreement, and for a period of <<e.g. 12, 24 >> calendar months after its termination.

12.1.1 [use restricted information] keep confidential all Restricted Information.

12.1.2 not disclose Restricted Information to any other person;

12.1.3 not use Restricted Information for any purpose other than as provided in the terms of this Agreement;

12.1.4 not make Restricted Information available in any way or part with possession or control to any third party;

12.1.5 ensure that any disclosure of Restricted Information by its officers, employees, agents or subcontractors, if done by that party, would be a breach of this Sub-Clauses 12.1.

12.2 Either party may disclose Restricted Information to:-

12.2.1 disclosure to:-

12.2.1.1 any person who is or was a director, officer, employee, agent, subcontractor or supplier or customer of that party;

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12.2.1 for other authority or regulatory body;

12.2.1 officer of that party or of any of the
sons;

to such for the purposes contemplated by this
Agreement and in each case subject to that party
first information that the Restricted Information is
confidential disclosure is to any such body as is
mentioned by any employee or officer of any such
body) of the other party a written undertaking
from the party as early as practicable in the terms of this
Clause, to keep the information confidential and to use it only
for the purposes for which disclosure is made; and

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12.2.2 use any Restricted Information for any purpose, or disclose it to any
other party, other than for the purposes for which disclosure was made;

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12.2.2.1 Notwithstanding anything to the contrary in this Agreement, or at any time after that
party has knowledge through no fault of that party of the fact that
it has done so that party does not disclose Restricted Information which is not public

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12.2.2.2 Notwithstanding anything to the contrary in this Agreement, if it can be shown by that party, to the
satisfaction of the other party, to have been disclosed prior to such disclosure

12.3 The provisions of this Clause shall continue in force in accordance with
their terms, notwithstanding the termination or expiration of this Agreement for any
reason.

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13 Liability

Notwithstanding anything to the contrary in this Agreement, the Distributor shall
not, except in respect of the liability caused by the negligence of the
Distributor, be liable to the Supplier in respect of any representation or implied
warranty, condition or obligation at common law, or under any of the provisions of
express terms of this Agreement, for any direct or consequential loss or damage
(whether for loss of profit or otherwise) whether occasioned by the negligence

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of the Distributor or its
connection with any a

(otherwise) arising out of or in
Distributor.

14 Indemnity

14.1 If any claim is
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claim for comp
against or inc
Supplier to be

made against the Distributor or its
their servants or agents arising out
t, howsoever the same may arise
ence of Supplier or otherwise, but
of the Distributor, the Supplier shall
any loss, damages, costs or other
other expenses which are awarded
r agreed with the consent of the
a settlement of the claim.

14.2 The indemnity
the Distributor

shall only apply provided that, and
to the Supplier that:-

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control of any proceedings or
any such claim or threatened claim;

14.2.2 the Dis
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most give the Supplier all reasonable
ny such proceedings or

14.2.3 except
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d, the Distributor shall not pay or
ened claim, or compromise any
ns, without the consent of the
reasonably withheld);

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which would or might vitiate any
e cover which the Distributor may
im or threatened claim, and this
extent that the Distributor recovers
y or cover (which the Distributor
o do);

14.2.5 the Su
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claim;

and the Distributor shall
plier for, all damages and costs (if
r party or agreed by the Distributor
unreasonably withheld) to be paid
any such claim or threatened

14.2.6 the Su
steps a
any los

require the Distributor to take such
onably require to mitigate or reduce

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15 Force Majeure

15.1 For the purposes of this Agreement, "Force Majeure" means, in relation to either party, an event which is beyond the reasonable control of that party.

"Force Majeure" means, in relation to either party, an event which is beyond the reasonable control of that party.

15.2 Neither party shall be liable for any breach of this Agreement, or otherwise be liable for any delay in performance, or the consequences of any delay in performance, or the non-performance of its obligations under this Agreement to the extent that the delay, breach or non-performance is due to any Force Majeure of which it has no control and the time for performance of that obligation shall be extended accordingly.

Neither party shall be liable for any breach of this Agreement, or otherwise be liable for any delay in performance, or the consequences of any delay in performance, or the non-performance of its obligations under this Agreement to the extent that the delay, breach or non-performance is due to any Force Majeure of which it has no control and the time for performance of that obligation shall be extended accordingly.

15.3 If the performance of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of [weeks][months], [the parties shall enter into negotiations with a view to alleviating its effects or to agreeing upon alternative arrangements as may be fair and reasonable] [After the expiration of [] days of the Agreement by the Other Party, the Other Party shall be entitled to terminate this Agreement by giving [] days of Business Days written notice to the party which is affected.

If the performance of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of [weeks][months], [the parties shall enter into negotiations with a view to alleviating its effects or to agreeing upon alternative arrangements as may be fair and reasonable] [After the expiration of [] days of the Agreement by the Other Party, the Other Party shall be entitled to terminate this Agreement by giving [] days of Business Days written notice to the party which is affected.

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16 [Data Protection

16.1 All personal information which the Supplier or the Distributor may use will be processed in accordance with the provisions of the applicable data protection legislation and the rights thereunder of the other party. The Supplier or the Distributor ("Other Party") shall be bound by the applicable data protection legislation of the Supplier or the Distributor.

All personal information which the Supplier or the Distributor may use will be processed in accordance with the provisions of the applicable data protection legislation and the rights thereunder of the other party. The Supplier or the Distributor ("Other Party") shall be bound by the applicable data protection legislation of the Supplier or the Distributor.

16.2 For complete details of the collection, processing, storage, and retention of personal information, and for which personal information is collected, processed, stored, and retained, and details of the Other Party's rights and how to exercise them, and for the purposes for which the personal information is collected, processed, stored, and retained, the Other Party should refer to the applicable data protection legislation of the Other Party. The respective Privacy Notices of each party shall be provided to the other party.

For complete details of the collection, processing, storage, and retention of personal information, and for which personal information is collected, processed, stored, and retained, and details of the Other Party's rights and how to exercise them, and for the purposes for which the personal information is collected, processed, stored, and retained, the Other Party should refer to the applicable data protection legislation of the Other Party. The respective Privacy Notices of each party shall be provided to the other party.

16.3 All personal data which the Supplier or the Distributor processes in accordance with this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the Supplier or the Distributor and the Other Party pursuant to the applicable data protection legislation of the Supplier or the Distributor.

All personal data which the Supplier or the Distributor processes in accordance with this Agreement shall be processed in accordance with the terms of the Data Sharing Agreement entered into between the Supplier or the Distributor and the Other Party pursuant to the applicable data protection legislation of the Supplier or the Distributor.

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17 [Data Processing

All personal data to be processed by the Supplier on behalf of the Supplier shall be processed in accordance with the Data Processing Agreement entered into by the Parties on <<insert reference to the Data Processing Agreement>>.

Supplier or by the Supplier on behalf of the Supplier or by the Supplier on behalf of the Supplier. This Agreement shall be processed in accordance with the Data Processing Agreement entered into by the Parties on <<insert reference to the Data Processing Agreement>>.

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18 Nature of the Agreement

18.1 Each party shall be bound by the obligations undertaken by it and to enforce the same against any other Member of the Group and any other Member of the Group shall be deemed to be the act or omission of the party.

any of the obligations undertaken by it and to enforce the same against any other Member of the Group and any other Member of the Group shall be deemed to be the act or omission of the party.

18.2 Subject to Sub-clause 18.1, neither party may assign, subcontract or otherwise delegate its obligations hereunder, except with the written consent of the other party.

Assignment of the obligations hereunder is personal to the parties and shall not be made by assignment, subcontract or otherwise delegate its obligations hereunder, except with the written consent of the other party.

18.3 This Agreement shall constitute the entire agreement between the parties with respect to its subject matter.

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

18.4 This Agreement shall supersede all previous agreements, promises, assurances, understandings and arrangements between the parties relating to its subject matter.

This Agreement shall supersede all previous agreements, promises, assurances, understandings and arrangements relating to its subject matter.

18.5 [Each Party agrees to waive all remedies in respect of any breach of warranty (whether made before or after the date of this Agreement.)]

[Each Party agrees to waive all remedies in respect of any breach of warranty (whether made before or after the date of this Agreement.)]

18.6 This Agreement shall be signed by the representatives of the parties.

This Agreement shall be signed by the representatives of the parties.

18.7 No failure or delay in exercising any of its rights under this Agreement shall constitute a waiver of that right, and no waiver by either party of its rights under this Agreement shall be deemed to be a precedent breach of the same or any other provision.

No failure or delay in exercising any of its rights under this Agreement shall constitute a waiver of that right, and no waiver by either party of its rights under this Agreement shall be deemed to be a precedent breach of the same or any other provision.

18.8 No person other than the parties to this Agreement, their successors and permitted assigns shall have the right to enforce any of its terms.

No person other than the parties to this Agreement, their successors and permitted assigns shall have the right to enforce any of its terms.

18.9 If any one or more provisions of this Agreement are found to be unlawful, void, invalid or otherwise unenforceable, such provisions shall be deemed to be severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

If any one or more provisions of this Agreement are found to be unlawful, void, invalid or otherwise unenforceable, such provisions shall be deemed to be severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

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19 Costs

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

Each party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying into effect of this Agreement.

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20 Notices and Service

20.1 All notices and documents required under this Agreement shall be in writing and be delivered by, or on behalf of, a duly authorised officer of the Party giving notice.

All notices and documents required under this Agreement shall be in writing and be delivered by, or on behalf of, a duly authorised officer of the Party giving notice.

20.2 Notices shall be delivered as follows:

Notices shall be delivered as follows:

20.2.1 when delivered by hand (including by courier or other messenger) to the recipient, during normal business hours of the recipient;

when delivered by hand (including by courier or other messenger) to the recipient, during normal business hours of the recipient;

20.2.2 if transmitted by electronic means, on the next Business Day following the date of transmission;

if transmitted by electronic means, on the next Business Day following the date of transmission;

20.2.3 on the [second] Business Day following mailing, if mailed by prepaid first class mail.

on the [second] Business Day following mailing, if mailed by prepaid first class mail.

20.3 In each case notices shall be delivered to the most recent address or e-mail address notified to the other Party.

In each case notices shall be delivered to the most recent address or e-mail address notified to the other Party.

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21 Relationship of the Parties

21.1 The Distributor is an independent contractor under this Agreement.

The Distributor is an independent contractor under this Agreement.

21.2 Nothing in this Agreement shall be construed to place the Parties in the relationship of agents, partners, employers, employees, or joint venturers.

Nothing in this Agreement shall be construed to place the Parties in the relationship of agents, partners, employers, employees, or joint venturers.

21.3 Neither Party shall be liable to obligate or bind the other in any manner whatsoever.

Neither Party shall be liable to obligate or bind the other in any manner whatsoever.

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22 Set Off

[The Distributor shall not be entitled to set off or counterclaim any sums after they become due by reason of this Agreement if the Distributor has or alleges to have a claim against the other Party.]

[The Distributor shall not be entitled to set off or counterclaim any sums after they become due by reason of this Agreement if the Distributor has or alleges to have a claim against the other Party.]

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23 Arbitration

23.1 Any dispute, difference or in connection with this Agreement in London of a single party shall be referred to arbitration within <<time limit>> after a request for a reference is made by either party. The arbitration shall be conducted in accordance with the rules of the <<Title of relevant association/arbitration body>>

between the parties arising out of or in connection with this Agreement shall be referred to arbitration in London of a single party by agreement between the parties within <<time limit>> after a request for a reference is made by either party by the application of either party by the being of <<name of relevant association/arbitration body>>

23.2 Sub-Clause 23.1 shall apply to all disputes

23.2.1 apply to all disputes which the parties to this Agreement specify the consequences; or

disagreement in respect of which the parties to this Agreement specify the consequences;

23.2.2 preclude the parties from applying to the Court for injunctive relief.

application to the Court for injunctive relief.

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24 Applicable Law and Jurisdiction

24.1 This Agreement and all disputes arising therefrom shall be governed by, and construed in accordance with, the law of England and Wales.

actual matters and obligations arising therefrom shall be governed by, and construed in accordance with, the law of England and Wales.

24.2 The Parties irrevocably and exclusively agree that any dispute, controversy, proceedings or claim arising out of or in connection with this Agreement (including any non-contractual claims arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim arising out of or in connection with this Agreement (including any non-contractual claims arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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IN WITNESS WHEREOF this Agreement has been written.

has been written on the day and year first before

SIGNED by

<<Name and Title of person signing>>

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

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In the presence of

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<<Name & Address of Witness>

SIGNED by

<<Name and Title of person sig

for and on behalf of <<Distribut

In the presence of

<<Name & Address of Witness>

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CTS

<<Insert description of products here>>

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MARKS

<<Insert description of trademarks here>>

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<<Insert description of services provided by the Supplier to the Distributor here>>

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NOTICES

<<Attach a copy of each notice referenced in sub-Clause 16.2>>

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