

# Wholesale Distribution Agreement

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

- **Supplier:** [Supplier Company Name], with offices at [Supplier Address];
- **Retail Partner:** [Retail Partner Company Name], with offices at [Retail Partner Address].

## 1. Appointment

The Supplier hereby appoints the Retail Partner as a non-exclusive distributor of the products listed in **Exhibit A** ("Products") for sale at retail within the territory described in **Exhibit B** ("Territory").

## 2. Term

This Agreement shall commence on the date above and continue for a period of [Number] years, unless terminated earlier according to Section 9 below.

## 3. Orders and Delivery

1. The Retail Partner shall submit purchase orders to the Supplier as needed.
2. The Supplier will use commercially reasonable efforts to fulfill orders within [Number] days of receipt.
3. Title and risk of loss for the Products shall pass to the Retail Partner upon delivery to the carrier at the shipping point.

## 4. Pricing and Payment

1. The Retail Partner shall purchase Products at the wholesale prices set forth in **Exhibit C**.
2. Payment terms are [Number] days from the date of invoice.
3. The Supplier reserves the right to modify pricing with [Number] days written notice.

## 5. Retail Partner Obligations

1. Promote, market and sell the Products diligently within the Territory.
2. Comply with all applicable laws and regulations.
3. Not engage in deceptive or misleading advertising regarding the Products.

## 6. Supplier Obligations

1. Provide the Retail Partner with current marketing materials and product information.
2. Ensure the Products conform to the specifications in **Exhibit A**.

## 7. Trademark and Intellectual Property

The Retail Partner may use Supplier's trademarks solely in connection with the marketing and sale of the Products, subject to Supplier's guidelines.

## 8. Confidentiality

Both parties shall maintain the confidentiality of all non-public, proprietary information obtained during the term of this Agreement.

## 9. Termination

- 1. Either party may terminate this Agreement with [Number] days written notice.
- 2. In the event of a material breach, the non-breaching party may terminate immediately upon notice.

## 10. General Provisions

- 1. This Agreement constitutes the entire agreement between the parties regarding the subject matter.
- 2. Amendments must be in writing and signed by both parties.
- 3. This Agreement is governed by the laws of [Jurisdiction].

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Supplier Authorized Signature

Date: \_\_\_\_\_

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Retail Partner Authorized Signature

Date: \_\_\_\_\_