

# Retail Distribution Supplier Agreement Draft

This Retail Distribution Supplier Agreement (  Agreement  ) is made and entered into as of [Date], by and between:

- **Supplier:** [Supplier Company Name], with principal offices at [Address]
- **Retailer/Distributor:** [Retailer Company Name], with principal offices at [Address]

Supplier and Retailer/Distributor are collectively referred to herein as the   Parties  , and individually as a   Party  .

## 1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Supplier will supply certain products (  Products  ) to Retailer/Distributor for resale within the Territory (as defined below).

## 2. Products

The Products to be supplied under this Agreement are described in **Schedule A** attached hereto.

## 3. Orders and Delivery

1. All orders must be submitted in writing by Retailer/Distributor.
2. Supplier shall use commercially reasonable efforts to fulfill all accepted orders in a timely manner.
3. Delivery terms shall be [Incoterms, e.g., FOB Supplier Warehouse].

## 4. Pricing and Payment

1. The price for the Products shall be as set forth in **Schedule B**.
2. Payment terms: [e.g., Net 30 days from date of invoice].
3. All prices are exclusive of taxes, duties, and shipping fees unless otherwise agreed.

## 5. Term and Termination

1. This Agreement shall commence on the Effective Date and continue for [one (1) year], unless earlier terminated.
2. Either Party may terminate this Agreement with [30] days written notice.
3. Termination for breach may occur at any time with immediate effect.

## 6. Warranties and Returns

1. Supplier warrants that Products conform to specifications and are free from defects for [warranty period].
2. Return procedures and conditions are detailed in **Schedule C**.

## 7. Intellectual Property

Nothing in this Agreement grants either Party any right, title, or interest in the other Party  s intellectual property, except as expressly set forth herein.

## 8. Confidentiality

Both Parties shall keep confidential all proprietary information received pursuant to this Agreement.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

## 10. Miscellaneous

1. This Agreement constitutes the entire agreement between the Parties.
2. Amendments must be in writing and signed by both Parties.
3. If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

### Schedule A – Product List

Product Code	Description	Unit
[Sample Code]	[Sample Description]	[Sample Unit]

### Schedule B – Pricing

Product Code	Unit Price	Minimum Order
[Sample Code]	[Sample Price]	[Sample MOQ]

### Schedule C – Returns Procedure

1. Retailer/Distributor must notify Supplier in writing within [X] days of delivery for any returns.
2. Products must be in original packaging and condition unless defective.
3. Customized or special-order Products are non-returnable unless defective.

\_\_\_\_\_

Supplier Representative

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

\_\_\_\_\_

Retailer/Distributor Representative

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