# Product Distribution Agreement

This Product Distribution Agreement ("Agreement") is made and entered into as of _____ , by and between:

**Supplier:** _____
Address: _____

**Distributor:** _____
Address: _____

## 1. Appointment

Supplier hereby appoints Distributor as its non-exclusive distributor to market and sell the following products ("Products") within the following territory ("Territory"):
Products: _____
Territory: _____

## 2. Term

This Agreement shall commence on the Effective Date and shall continue for a period of _____ unless earlier terminated pursuant to Section 9.

## 3. Orders and Delivery

1. **3.1** All orders by Distributor are subject to acceptance by Supplier.

2. **3.2** Supplier shall use commercially reasonable efforts to fulfill orders promptly.

## 4. Price and Payment

1. **4.1** Prices for Products shall be as set forth in _____ .

2. **4.2** Payment terms: _____ .

## 5. Distributor's Obligations

1. **5.1** Distributor shall use reasonable efforts to promote the sale of Products in the Territory.

2. **5.2** Distributor shall comply with all applicable laws and regulations.

## 6. Supplier's Obligations

1. **6.1** Supplier shall provide Distributor with current product information and reasonable support.

2. **6.2** Supplier shall maintain adequate inventory to meet reasonable demand.

## 7. Intellectual Property

Distributor acknowledges that all intellectual property rights in and to the Products are and shall remain the property of Supplier.

## 8. Confidentiality

Both parties agree to maintain the confidentiality of proprietary information received during the term of this Agreement.

## 9. Termination

1. **9.1** Either party may terminate this Agreement on _____ days' prior written notice.

2. **9.2** Either party may terminate immediately for material breach.

## 10. Miscellaneous

1. **10.1** This Agreement shall be governed by the laws of _____ .

2. **10.2** Entire Agreement. This Agreement constitutes the entire agreement between the parties.

Supplier:

_____

Name & Title:

_____

Date:

_____

Distributor:

_____

Name & Title:

_____

Date:

_____