

# DISTRIBUTION AGREEMENT

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

## Parties:

Supplier Name: \_\_\_\_\_

ABN / ACN: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Distributor Name: \_\_\_\_\_

ABN / ACN: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## Recitals:

WHEREAS, the Supplier manufactures or sells certain products; AND WHEREAS, the Distributor wishes to obtain the right to distribute those products within the Territory; AND WHEREAS, the Supplier agrees to appoint the Distributor as its authorised distributor on the terms set forth herein.

## 1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive authorised distributor to market, sell, and distribute the Products in the Territory during the Term, and the Distributor accepts such appointment subject to the terms of this Agreement.

## 2. Definitions

In this Agreement, unless the context otherwise requires: 'Products' means the goods manufactured or supplied by the Supplier and listed in Schedule 1; 'Territory' means the geographic area described in Schedule 2; 'Term' means the period commencing on the Effective Date and continuing until terminated in accordance with this Agreement.

## 3. Distributor's Obligations

The Distributor shall use its best efforts to promote and sell the Products in the Territory in accordance with the Supplier's instructions, comply with all laws and regulations applicable to the distribution of the Products, maintain sufficient inventory, and provide prompt and accurate reports as reasonably requested by the Supplier.

## 4. Supplier's Obligations

The Supplier shall supply the Products to the Distributor in accordance with agreed prices and terms, provide marketing materials and product information, and support the Distributor in promotional activities.

## 5. Prices and Payment

Prices for the Products shall be as set out in Schedule 3 and may be amended by the Supplier upon 30 days written notice. Payment terms shall be net thirty (30) days from the date of invoice unless otherwise agreed in writing.

## 6. Term and Termination

This Agreement commences on the Effective Date and continues for an initial period of two (2) years, and thereafter

may be renewed by mutual agreement. Either party may terminate this Agreement for cause with immediate effect upon written notice, including but not limited to material breach or insolvency.

## **7. Intellectual Property**

The Distributor acknowledges the Supplier's ownership of all intellectual property rights in the Products and any associated marks. The Distributor shall not use the Supplier's trademarks or branding except as authorised in writing.

## **8. Confidentiality**

Each party agrees to keep confidential all confidential information disclosed by the other party in connection with this Agreement and to use such information only for purposes of performing its obligations under this Agreement.

## **9. Compliance with Laws**

Both parties agree to comply with all applicable laws, regulations, and industry standards in the performance of their obligations under this Agreement.

## **10. Liability and Indemnity**

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party against any claims, damages, or losses arising out of their respective breaches of this Agreement or negligent acts or omissions.

## **11. Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

## **12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of the State of New South Wales for any disputes arising out of or in connection with this Agreement.

## **13. Entire Agreement**

This Agreement, including all Schedules, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

## **14. Amendments**

No amendment or variation to this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

## **15. Notices**

All notices under this Agreement shall be in writing and delivered by hand, pre-paid post, or email to the addresses set out in the Parties section or such other address as notified in writing.

## **16. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

## **17. Waiver**

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof.

## **18. Relationship of Parties**

The parties are independent contractors. Nothing in this Agreement shall create or imply any partnership, joint venture,

agency, or employment relationship.

**19. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

**20. Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original, and all counterparts together shall constitute one instrument.

**SUPPLIER'S SIGNATURE**

**DISTRIBUTOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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