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COMPANY NAME HERE

This Agreement, is made and entered into this _____ day of _____,
_____ by and between _____, a
_____ corporation with offices at
_____, the United States of
America, (hereinafter called "Manufacturer") and _____
("Distributor"), with offices at _____.

The parties hereto agree as follows:

I. ASSOCIATION

Distributor shall act as an exclusive distributor of Manufacturer's
_____ as described in attached Exhibit
A ("Products") throughout the countries of _____
_____ (the "Territory").

II. DUTIES

1. Distributor agrees to actively and diligently promote the sale of the Products in the Territory during the Term hereof. Manufacturer shall refer to Distributor inquiries for Products in the Territory.
2. Distributor agrees to promote in the Territory the Manufacturer's names and the Products during the Term hereof. Distributor agrees to notify Manufacturer of any leads of interest granted for any products.

III. ASSISTANCE BY MANUFACTURER

Manufacturer agrees to furnish Distributor with reasonable quantities of Manufacturer's catalogs, manuals, advertising literature and other sales aids that may be available by Manufacturer. Any such sales aids provided shall be in English. Manufacturer further agrees to provide Distributor with reasonable home office support and technical assistance upon terms and conditions to be agreed upon from time to time.

IV. INTELLECTUAL PROPERTY RIGHTS

Distributor shall not use Manufacturer's trade names and/or trademarks without the prior, express written consent of Manufacturer. Under no circumstances shall Distributor, at any time, use Manufacturer's trade names, trademarks or other proprietary information as part of Distributor's corporate or trade name. Upon termination of this Agreement, Distributor shall remove all references to Manufacturer from its letterheads, advertising literature and places of business, and shall not thereafter use any similar or deceptive name or trademark intending to give the impression that there is any relationship between the parties.

V. SALES FORCE

Distributor shall maintain a competent and experienced sales force sufficient to adequately serve the Territory.

VI. CUSTOMER SERVICING

Distributor shall maintain in the Territory sufficient inventory of the Products so as to permit filling and shipping against current customer orders normally shipped from Distributor's warehouse stock. Distributor agrees to notify Manufacturer if it opens any new offices or branches or closes or ceases to operate through one of its offices or branches.

VII. ORDERS/ACCEPTANCE/PRICE AND TERMS

1. All orders from Distributor are subject to approval and final acceptance by Manufacturer. Price lists to Distributor shall be as set forth in Exhibit B (as revised from time to time by Manufacturer in its sole discretion) in effect on date of shipment. For nonstandard Products which are sold to Distributor for resale, the price shall be as quoted to Distributor at time of inquiry, provided that the inquiry is within thirty (30) calendar days of order entry.

2. Payment to Manufacturer by Distributor shall be in United States currency. Upon the placing of order(s), Distributor shall cause an irrevocable confirmed letter of credit to be issued by a United States financial institution satisfactory to Manufacturer, in favor of said Manufacturer, unless another arrangement is previously approved in writing by Manufacturer.

VIII. WARRANTY AND FORCE MAJEURE

1. Manufacturer warrants that all Products delivered hereunder shall be of Manufacturer's standard quality. MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED: THERE ARE NO IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Manufacturer shall not be liable for damages resulting from delays in shipment or inability to ship due to normal production and shipment delays or those resulting from acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown or equipment failure, voluntary or involuntary compliances with any law, order, rule or regulation of governmental agency or authority; or inability to obtain material (including power and fuel), equipment or transportation, or arising from any other contingency, circumstances or event beyond the control of the Manufacturer.

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