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## DISTRIBUTION AGREEMENT

1.	<b>Parties</b>	<b>Supplier:</b> [Full legal name, company number, registered address] <b>Distributor:</b> [Full legal name, company number, registered address]
2.	<b>Products</b>	[Brief description of goods] (attach schedule if long list)
3.	<b>Territory</b>	[e.g., UK, US, EU]
4.	<b>Appointment</b>	Supplier <b>appoints</b> Distributor <b>as</b> [exclusive / non-exclusive] <b>distributor</b> of the Products in the Territory for the Term, and Distributor <b>accepts</b> the appointment.
5.	<b>Term</b>	Commences <b>on</b> [DD-MMM-YYYY] and <b>continues for</b> [X] years, unless terminated earlier under Clause 13.
6.	<b>Minimum Purchase (optional)</b>	Distributor shall purchase at least [currency + annual / quarterly volume or value] of Products per [year / quarter]. Failure to meet 80 % of target in any rolling 12-month period gives Supplier the right to convert to non-exclusive or terminate on 30 days' notice.
7.	<b>Pricing &amp; Payment</b>	(a) <b>Price List</b> – Supplier's price list in force on the date of each Order applies. (b) <b>Changes</b> – Supplier may vary prices [on 30 days' written notice / annually]. (c) <b>Payment Terms</b> – invoices due <b>within</b> [30] days of invoice date, <b>in</b> [currency], by bank transfer to the account notified by Supplier.
8.	<b>Incoterms &amp; Delivery</b>	Delivery <b>FOB / CIF</b> [or other Incoterm 2024 rule]. [Title passes on full payment.]
9.	<b>Distributor Obligations</b>	<ul style="list-style-type: none"> <li>• Market and promote Products diligently in the Territory.</li> <li>• Maintain qualified sales team and premises.</li> <li>• Comply with all applicable laws, including import licences, consumer protection, anti-bribery (UK Bribery Act 2010, HK Prevention of Bribery Ordinance).</li> <li>• Provide quarterly sales reports in format reasonably specified by Supplier.</li> </ul>
10.	<b>Supplier Obligations</b>	<ul style="list-style-type: none"> <li>• Supply Products that conform to specs and applicable mandatory standards.</li> <li>• Provide reasonable product information, marketing collateral, and after-sales support.</li> <li>• Maintain product liability insurance of at least [amount + currency].</li> </ul>
11.	<b>Intellectual Property</b>	Distributor receives a non-exclusive, non-transferable licence to use Supplier's trademarks and marketing materials <b>solely</b> for promotion of Products in the Territory <b>during</b> the Term. No right to register or challenge IP.

<b>12.</b>	<b>Confidentiality</b>	Each party keeps non-public commercial or technical information confidential during the Term and for <b>5 years</b> thereafter, except as required by law.
<b>13.</b>	<b>Termination</b>	Either party may terminate <b>immediately</b> by written notice if the other: (a) commits a material breach and fails to cure within 30 days; (b) becomes insolvent; (c) repeatedly breaches Clause 7 payment terms. Either party may terminate for convenience on [90] days' prior written notice after the first anniversary of the Effective Date.
<b>14.</b>	<b>Consequences of Termination</b>	Outstanding invoices become payable immediately. Distributor must cease use of IP, return all confidential information, and at Supplier's option return or destroy unsold Products. Clauses 11, 12 and 18 survive.
<b>15.</b>	<b>Limitation of Liability</b>	Neither party is liable for indirect or consequential loss. Supplier's aggregate liability in any Contract Year is capped at [150 %] of sums paid by Distributor in that year, except for death, personal injury, fraud, or wilful misconduct.
<b>16.</b>	<b>Force Majeure</b>	Neither party liable for delay or failure caused by events beyond reasonable control (including epidemics, governmental restrictions, supply-chain disruptions). Party affected shall notify the other within 5 days.
<b>17.</b>	<b>Entire Agreement &amp; Variation</b>	This Memorandum is the entire agreement between the parties on its subject. Any variation must be in writing and signed by authorised representatives of both parties.
<b>18.</b>	<b>Governing Law &amp; Jurisdiction</b>	[English law]; exclusive jurisdiction of the [English courts].
<b>19.</b>	<b>Counterparts &amp; Signatures</b>	This Memorandum may be executed in counterparts, each of which is an original and together one instrument. Electronic signatures are binding.

## SIGNATURES

### For and on behalf of Supplier

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

Title: \_\_\_\_\_

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

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

### For and on behalf of Distributor

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

Title: \_\_\_\_\_

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

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