Electronics Goods Distribution Agreement

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

- Supplier: , having its principal place of business at .
- Distributor: , having its principal place of business at .

Collectively referred to as the "Parties".

1. Appointment

Supplier appoints Distributor as its non-exclusive/exclusive distributor to sell, market, and distribute the following electronics goods ("Products") within the territory described below.

- Products:
- Territory:

2. Term

This Agreement shall commence on and continue until unless terminated earlier as provided herein.

3. Orders and Delivery

- All orders by Distributor shall be subject to acceptance by Supplier.
- Delivery terms:
- · Lead time:

4. Pricing and Payment

- Product price(s):
- · Payment terms:
- Currency:

5. Obligations of Distributor

- · Promote and sell the Products diligently.
- · Maintain reasonable inventory levels.
- Provide product feedback to Supplier.

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6. Obligations of Supplier

- Supply Products as agreed in accepted orders.
- Provide technical information and support.
- · Honor warranties as provided.

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7. Intellectual Property

All intellectual property rights in and to the Products remain with Supplier. Distributor may not use trademarks or trade names except as authorized by Supplier.

8. Confidentiality

Both Parties shall keep all confidential information received from the other Party strictly confidential.

9. Termination

- Either Party may terminate this Agreement with days' written notice.
- This Agreement may be terminated for cause upon material breach by either Party.

10. Governing Law

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

11. Miscellaneous

- This Agreement constitutes the entire agreement between the Parties.
- Amendments must be made in writing and signed by both Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Supplier:	Distributor:
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date: