

Wholesale Distribution Agreement

This Wholesale Distribution Agreement ("Agreement") is entered into as of ("Effective Date"), by and between:

Supplier	Name: Address:
Distributor	Name: Address:

1. Appointment

The Supplier hereby appoints the Distributor as its non-exclusive distributor to market and sell the following products ("Products"): .

2. Term

The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with Section 9.

3. Orders & Delivery

- All orders by the Distributor shall be subject to acceptance by the Supplier.
- Delivery of Products shall be made to the Distributor at:
- Title and risk of loss for Products shall pass to the Distributor upon delivery.

4. Pricing & Payment

- Prices for Products shall be as set forth in .
- Payments shall be made by the Distributor within days of invoice date.

5. Duties and Responsibilities

- The Distributor shall use its best efforts to market and sell the Products.
- The Supplier shall provide necessary product information and support.

6. Warranties

The Supplier warrants that the Products shall be free from defects in materials and workmanship for a period of from the date of delivery.

7. Trademarks & Intellectual Property

The Distributor is granted a limited right to use the Supplier's trademarks solely in connection with the sale of Products under this Agreement.

8. Confidentiality

Both parties shall keep confidential any proprietary information received in connection with this Agreement.

9. Termination

- Either party may terminate this Agreement upon days' written notice.
- The Supplier may terminate immediately in the event of breach by the Distributor.

10. General Provisions

- This Agreement constitutes the entire agreement between the parties.
 - This Agreement shall be governed by the laws of .
 - No amendment to this Agreement shall be effective unless in writing and signed by both parties.
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Supplier:

By: _____

Name:

Title:

Date:

Distributor:

By: _____

Name:

Title:

Date: