

INTERNATIONAL DISTRIBUTION CONTRACT



Date:

Between:

..... [company legal name] whose registered office is at
..... [address, city and country] and registration/fiscal number is
..... (hereafter referred to as “the Supplier”),

and:

..... [company legal name] whose registered office is at
..... [address, city and country] and registration/fiscal number is
..... (hereafter referred to as “the Distributor”).

Preamble [Parties may include a preamble explaining the activities of each and describing the history of their relationship, if for example the contract continues a prior relationship].

.....
.....

It is agreed as follows:

1. Products and Territory

Alternative A. The Supplier, by virtue of manufacturing and/or commercializing the products known as (hereafter, “the Products”), declares full ownership rights thereto, and grants to the Distributor the right to promote and commercialize them within the territory known as (hereafter, “the Territory”).

Alternative B. The Supplier, by virtue of manufacturing and/or commercializing the products described in Annex 1 of the present Contract (hereafter, “the Products”), declares full ownership rights thereto, and grants to the Distributor the right to promote and commercialize them within the territory specified in Annex 1 (hereafter, “the Territory”).

2. Obligations of the Distributor

The Distributor shall purchase and sell under its own name and on its own account the Products provided by the Supplier within the Territory. The Distributor shall not act under the name or on the account of the Supplier without the latter's previous authorization in writing to that end. Similarly, the Distributor shall not make any modification to the products covered by the present Contract.

3. Exclusivity

Alternative A. For the duration of the present Contract, the Supplier grants the Distributor the exclusive right to commercialize and sell the Products within the Territory. Should the Supplier sell any other product within the Territory, they shall inform the Distributor in order to determine the possibility of including it in the products described in [Clause 1 (for Alternative A of Clause 1) or Annex 1 (for Alternative B of Clause 1)] of the present Contract.

Alternative B. For the duration of the present Contract, the Supplier grants the Distributor the exclusive right to commercialize and sell the products within the Territory. The Supplier may nonetheless negotiate and sell directly within the Territory to potential clients meeting the requirements established in Annex 2 of the present Contract.

Alternative C. For the duration of the present Contract, the Supplier may commercialize and sell the Products within the Territory, either directly or through other agents. The Distributor shall not be entitled to receive any sort of payment for such sales.

4. Direct sales

In the case of sales operations with clients located within the Territory, and in which the Distributor does not wish to participate:

Alternative A. The Distributor shall inform the Supplier and make known the details of the client without entitlement to commission of any kind.

Alternative B. The Distributor may act as an intermediary, thereby being entitled to commission equivalent to % of the value of the sales operation once complete.

.....

This is a sample of 2 pages out of 12 of the International Distribution Contract

To get more information about this contract click here:



[INTERNATIONAL DISTRIBUTION CONTRACT](#)