

## RE-DISTRIBUTION AGREEMENT

# JAMNATURA

AGREEMENT made as of the \_\_\_\_\_ day of August, 2020, by and between \*NAME OF SUPPLIER\*, having its business address at \_\_\_\_\_ address (hereinafter referred to as “SUPPLIER”) and \*NAME OF DISTRIBUTOR\*, having its principal place of business at \_\_\_\_\_ address (hereinafter referred to as “DISTRIBUTOR”).

### WITNESSETH

WHEREAS,

A. SUPPLIER is the distributor of skincare products (hereinafter referred to as the “Products”);

B. DISTRIBUTOR desires to secure from SUPPLIER, and SUPPLIER is willing to grant to DISTRIBUTOR, the exclusive right to sell and distribute SUPPLIER’S Products in (TERRITORY)

NOW THEREFORE, it is mutually agreed as follows:

1. SUPPLIER hereby appoints DISTRIBUTOR as its sole and exclusive distributor for the term of this Agreement for the sale and distribution of the Products in and throughout the \*Territory. DISTRIBUTOR will maintain, or cause to be maintained, a sales staff for the distribution of products handled by DISTRIBUTOR, including the Products, and DISTRIBUTOR shall use its best efforts to promote the sale and distribution of SUPPLIER’S Products.
2. DISTRIBUTOR will not ship the Products, or any other skincare products bearing the same or similar trademark, signature or identification anywhere on the package, to the \*Territory except under the order or by the direction of the SUPPLIER.
3. DISTRIBUTOR will fill promptly and to the best of its ability all orders for the Products received from the SUPPLIER. The price to DISTRIBUTOR shall be based on delivery to DISTRIBUTOR’S warehouse and shall include a mutually negotiated delivered price to said warehouse. SUPPLIER and DISTRIBUTOR shall negotiate any price changes for the Products at least 60 days prior to the effective date of any

such increase. DISTRIBUTOR shall have the right to order one month's supply of the Products at the current price prior to any increase.

4. DISTRIBUTOR and SUPPLIER shall agree on an annual basis, or more frequently if required, as to the prices at which DISTRIBUTOR shall sell the Products to its customers. SUPPLIER will furnish to DISTRIBUTOR, promptly upon request, any and all authorizations that may be required by any governmental authority in connection with the sale and distribution of the Products in the Territory, provided that SUPPLIER is responsible for obtaining or maintaining said authorizations.
5. Pursuant to paragraphs 3 and 4 hereof, SUPPLIER and DISTRIBUTOR shall agree on SUPPLIER'S price to DISTRIBUTOR and DISTRIBUTOR'S price to its customers. In the event that SUPPLIER and DISTRIBUTOR cannot agree on either price within 30 days of commencement of the negotiations, the prices then in effect for each of said prices will be increased by an amount equal to the change in the Consumer Price Index over a period of months equal to the number of months since the last price increase for each price.
6. SUPPLIER warrants, represents and agrees that all shipments of the Products sold or shipped under this Agreement shall be of first quality, suitable for human use, not prejudicial to health, and in conformity with applicable laws, regulations and requirements in effect within the Territory.
7. SUPPLIER will, upon demand, promptly execute such documents and perform such acts as may be necessary so as to prevent any products labelled in imitation or simulation of the Products from being distributed in the Territory.
8. At no time during or after the term of this Agreement shall the distributor challenge or assist others to challenge the Direct Transfer Brands (except to the extent such restriction is prohibited by law) or the registration thereof by Direct Transfer, nor shall you attempt to register any Direct Transfer Brands or brand identifiers (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to any of the Direct Transfer Brands.
9. Unless otherwise agreed in writing the distributor will be responsible for and pay all delivery, freight and rigging charges, all taxes and duties, and all other shipping costs and expenses with respect to the delivery of the products.
10. Once the product is in possession of the distributor there shall be no refunds or product exchange under any circumstances, including but not limited to the termination of this Agreement for whatever reason.

11. The distributor shall not remove, obliterate, or in any other manner affect, any trademark, trade name, certification mark, testing seal, means of identification, instructional or safety warning, or other marking.
12. The distributor shall not in any way alter or tamper with the original ingredients of the product. The intellectual rights in the product remains with the manufacturer who retains the right to enforce any breach thereof. The SUPPLIER shall not be liable for any intellectual breach occasioned by the DISTRIBUTOR.
13. The term of this Agreement shall be for a period of **\* years\*** commencing on **\*DATE\***, and terminating on **\*DATE\***, and shall thereafter continue in effect unless either party shall notify the other of its intention to terminate this Agreement by giving at least 12 months written notice prior to any specified termination date. Either party shall have the option to terminate this Agreement after six months of the notice period by paying to the other party a sum equal to one-half of the case volume of the previous calendar year multiplied by **\*\$DOLLAR\*** per case. However, in the event of a breach of any of the terms and provisions of this Agreement, either party may terminate this Agreement by giving the other party 90 days written notice provided said notice shall set forth the breach being claimed as the basis for termination. If the offending party cures the breach being claimed within said 90-day period, the notice of termination shall be void and this Agreement shall continue in full and force and effect.
14. Notwithstanding the provisions of paragraph 13 hereof, SUPPLIER shall have the right to terminate this Agreement upon 60 days written notice in the event that DISTRIBUTOR shall:
  - (a) be declared bankrupt or enter a voluntary petition for bankruptcy or in any way enter into a compromise or agreement for the benefit of its creditors;
  - (b) fail to meet at least 90 percent of the mutually agreed upon sales performance goals set forth in Schedule B, attached hereto and made a part hereof; SAMPLE DOCUMENT.
  - (c) fail to maintain in good standing all laws , licenses and permits necessary for the proper conduct of its business;
  - (d) change or in any way be affected by a change in the majority ownership of its business.
15. This Agreement is the entire agreement between the parties, cannot be changed orally, and neither party has made any representations or promises to the other which are not expressed in this Agreement.

16. No waiver of a breach of the terms of this Agreement shall be effective unless made in writing, and no such waiver shall be deemed a waiver of any other existing or subsequent breach. No modification of this Agreement shall be of any effect unless set forth in writing.
17. All the provisions of this Agreement are made subject to all applicable laws, regulations, rules or requirements of the Government of the \* state\* or agencies of said Government, and in the performance of this Agreement, each of the parties hereto agrees to comply therewith.
18. All notices shall be sent prepaid either by mail or addressed to the respective parties at the address hereinabove set forth, unless they shall otherwise notify in writing.
19. This Agreement is an \*STATE\* contract and shall be governed by and construed in accordance with the laws of the state of \*STATE\*. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules of the Arbitration Association then in effect, and judgment upon the award rendered by the arbitrator or arbitrators shall be final and binding upon the parties hereto.
20. If arbitration is required to enforce or to interpret a provision of this Agreement, or otherwise arises with respect to the subject matter of this Agreement, the prevailing party shall be entitled, in addition to, other rights and remedies that it may have, to reimbursement for its expenses incurred with respect to that action, including court costs and reasonable attorneys' fees at trial, on appeal;, and in connection with any petition for review.
21. This Agreement shall not be assigned by either party hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written .

SUPPLIER

DISTRIBUTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

