

DISTRIBUTION AGREEMENT

BETWEEN

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.....

O1 (hereinafter referred to as the "Manufacturer")

AND

.....

.....

(hereinafter referred to as the "Distributor")

(the Manufacturer and the Distributor hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Manufacturer operates a business involved in the manufacturing of various products, and wishes to have them distributed by a distributor;

WHEREAS the Distributor wishes to distribute the products described hereinafter, for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 2.01 Distribution

The Manufacturer grants the Distributor the right to distribute for resale purposes the products as described in Schedule "....." of this Agreement (hereinafter referred to as the "Products").

O3 2.02 Territory

The intended geographical territory for the distribution of Products shall be:

.....
(hereinafter referred to as the "Territory").

3.00 CONSIDERATION

04 3.01 Price List and Discounts

The Distributor is entitled to discounts on the purchase price of the Products, as per the actual price list as stated in Schedule “.....” of this Agreement. Prices may be revised from time to time by the Manufacturer. Therefore, any price list revision shall be forwarded to the Distributor, at least (.....) days before it becomes effective.

3.02 Terms and Conditions of Payment

The Distributor shall pay the Manufacturer the price of the purchased Products within the delay specified in the price list as stated in Schedule “....” of this Agreement. However, the Manufacturer reserves his right to modify, from time to time, the said terms of payment by sending a prior notice to the Distributor which is applicable to any Products ordered by the Distributor after he has received the said notice.

3.03 Applicable Taxes

The purchase price payable by the Distributor is subject to the various applicable taxes, and any other tax which may become applicable in the future.

4.00 SPECIAL PROVISIONS

05 4.01 Exclusivity (*where applicable*)

The Manufacturer grants the Distributor the exclusive rights on the distribution of Products within the Territory and binds himself not to make any direct sale to anyone in the Territory for the whole term of this Agreement. Moreover, the Manufacturer undertakes not to directly or indirectly manufacture any identical or similar product to the Products, which could be commercialized under another trade mark and intended for distribution in the Territory, unless the distribution of such identical or similar Products is agreed in writing by the Parties.

The Distributor agrees not to manufacture, distribute or sell, directly or indirectly, any Products identical or similar to or of the same category as the Products described herein, for the whole term of this Agreement.

4.02 Obligations of the Manufacturer

The Manufacturer undertakes and binds himself towards the Distributor to:

- a) manufacture the Products in sufficient quantity;
- b) pack the Products securely;
- c) provide the Distributor with all necessary facilities for taking delivery of the Products at the Manufacturer’s warehouse;
- d) provide all specifications and instructions with regard to the Products and their use;
- e) provide, on a regular basis, the suggested retail price list of the Products;
- f) provide a full warranty (parts and labor) on the Products for similar terms and conditions as those offered by his competitors;
- g) fulfill his warranty obligations by carrying out, in a reasonable delay and at his choice, the repair or replacement of any defective Products, provided that the said Products have been used in accordance with the Manufacturer’s instructions;
- h) keep in stock and provide spare parts for the Products;

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