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Exclusive dealership agreement template

Exclusive Distributor Agreement This exclusive distributor agreement (contract) is concluded and effective in this ____ Therefore, in the light of mutual agreements and promises set out here, it is agreed: 1. Rights granted. The manufacturer hereby grants the distributor the exclusive right, under the conditions set forth herein, to purchase, inventory, promote and resell the Manufacturer's Products (as defined below) in the following area (hereinafter referred to as the territory): Nothing in this Article prevents or prohibits the manufacturer from selling any of the manufacturer's products directly to customers and other distributors in the territories defined as follows: ____ 2. Products. The term manufacturer's products in this Agreement means products, related service parts and accessories manufactured and/or sold by the manufacturer as follows: ____ 3. Sales conditions. All sales of the manufacturer's products to the distributor shall be made in accordance with this Agreement at these prices and under such conditions as the manufacturer determines from time to time with at least thirty (30) days of written notification. All prices shall be the plant or warehouse of the FOB manufacturer, unless otherwise specified in this Agreement. The distributor shall be responsible for the loss due to damage or destruction of the manufacturer's products after delivery to the carrier for dispatch. The manufacturer selects the sender unless the distributor asks for a reasonable alternative. All orders are subject to acceptance by the manufacturer. Unless expressly agreed otherwise in advance, this Agreement will control all aspects of negotiations between the parties regarding the Manufacturer's products and any additional or different terms and conditions in any distributor's order shall be refused unless expressly agreed with by the Parties prior to shipment and signed another agreement for this purpose. 4. Payment. The distributor shall pay all fees due under this invoice within thirty (30) days from the date of the manufacturer's invoice. Payment shall be made as indicated on the invoice. The manufacturer may impose a late payment fee of one percent (1.5%) monthly for all outstanding balances after the due balance. 5. Marketing policies. The distributor will always maintain sufficient stocks of the manufacturer's products and will vigorously and effectively support the manufacturer's products through all distribution channels prevailing in the territory, in accordance with the manufacturer's established marketing policies and programmes. The distributor shall make every effort to sell the manufacturer's products to aggressive, reputable and financially responsible resellers who provide satisfactory consumer services throughout the distributor's primary marketing area. The distributor is entitled to conclude written contracts with its sellers regarding the purchase, resale and servicing of the manufacturer's products on forms approved by the manufacturer for this purpose. However, the risk of taking from traders is entirely a risk that the distributor will take. Under no circumstances may a distributor charge back unpaid invoices from a seller or reseller to the manufacturer. 6. General obligations of the distributor. A. The distributor maintains a place of business in the territory, including suitable showroom equipment for displaying the manufacturer's products. The distributor shall provide maintenance of the manufacturer's products sold in the territory using qualified personnel and in accordance with the principles of services satisfactory to the manufacturer. B. The distributor shall hire sales staff or appoint representatives to introduce, promote, market and sell the manufacturer's products in the territory. The distributor must train these staff and/or representatives accordingly. The distributor shall employ a sufficient number of sales staff and/or agents to place the manufacturer's products on the market in the territory. C. Distributor agrees not to participate in the promotion of distribution, placing on the market or sale of any goods or products that compete or conflict with the manufacturer's products. The distributor agrees to provide the manufacturer with a list of items handled by the distributor at the request of the manufacturer in order to ensure that no conflict is reached. 7. Principles of sale. A. The manufacturer may, from time to time, fix sales quotas with due regard to the previous performance and market potential of the manufacturer's products. The distributor agrees to employ sales staff with a proven ability to achieve these quotas and agrees to remuneration directly to those workers by the producer for recognising outstanding performance. B. The manufacturer shall provide the distributor with merchandising assistance from time to time in the form of advertising programmes, product and sales training and assistance in field sales. C. Distributor agrees to use this assistance to implement Manufacturer's merchandising and sales promotion policies. 8. Advertising policy. The manufacturer will cooperate with the distributor and its resellers to ensure continuous and effective advertising and promotion of the manufacturer's products throughout the territory, and the distributor agrees at the distributor's expense with participation, active promotion and meet the conditions of such cooperative advertising and merchandising programs that the manufacturer may establish and offer to the distributor from time to time. Nothing in this shall prevent the distributor from advertising and marketing the manufacturer's products in the territory, provided that the form and content of advertising or marketing materials are pre-approved by the manufacturer. 9. Warranty conditions. If it is demonstrated to the satisfaction of the manufacturer that one of the manufacturer's products was defective at the time of sale to the distributor, the manufacturer shall appropriately trim the original selling price of that product or replace the defective product at the choice of manufacturer. The manufacturer shall provide the distributor with information concerning the manufacturer's limited warranty, which has been extended to the original consumer of the manufacturer's products. THE MANUFACTURER DOES NOT ALLOW THE DISTRIBUTOR OR ITS CUSTOMERS ANY WARRANTY ON THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED COMMERCIAL GUARANTEES OR FITNESS FOR A PARTICULAR PURPOSE. 10. Compensation. A. The manufacturer agrees to protect the distributor and to protect the distributor from any loss or claim arising from inherent defects of any manufacturer's product that exists at the time that the product is sold by the distributor, provided that the distributor immediately claims such loss or claim and fully cooperates with the manufacturer in handling it. B. Distributor agrees to protect the Manufacturer and to protect the Manufacturer from any loss or claim arising out of the negligence of the Distributor, distributor's representatives, employees or agents in the installation, use, sale or servicing of the Manufacturer's products or arising out of any statement or warranty made by the Distributor, its agents, employees or statements relating to the Manufacturer's products that exceed the manufacturer's limited warranty. Furthermore, in the event that one of the distributor's sellers fails to comply with the seller's obligations towards the original consumer in accordance with the terms of the manufacturer's warranty on products and the principles for the provision of services to consumers, the distributor agrees to comply with those unfulfilled obligations without delay. 11. Order processing and return. A. The manufacturer shall make every effort to fulfill distributor's orders immediately on receipt, but reserves the right to attribute available supplies to distributors and end customers at its discretion. B. Except for products of the manufacturer which are defective at the time of sale to the distributor, the manufacturer is not obliged to accept any of the manufacturer's returned products. In the event that these the manufacturer may impose a reasonable replenishment fee. 12. Financial policies. Distributor recognises the importance of the proper financial activity of the distributor manufacturer and the distributor expressly agrees to: A. Maintain and use, in connection with the distributor's business and activities under this Agreement, working capital and net worth which may be necessary for the distributor to properly fulfil and fulfil all obligations, obligations and obligations of the distributor under this Agreement; B. to pay without delay all amounts due to the Manufacturer in accordance with the terms of sale, which shall be prolonged by the manufacturer from time to time; C. provide the manufacturer with financial statements in a form that the manufacturer may reasonably require from time to time for credit purposes; and D. At the request of the manufacturer, provide a detailed alignment of the manufacturer's account statements with the distributor's records, a list of all differences and an indication of the net amount, the Distributor acknowledges that the manufacturer is due. In addition to any other right or remedy to which the manufacturer may be entitled, consignments may be suspended at the discretion of the manufacturer in the event that the distributor does not immediately and faithfully comply with all obligations in this Section. 13. Use of the manufacturer's name. Distributor shall not use, permit or permit the use of a name or any other trade mark or trade name owned by the manufacturer as part of its fixed, corporate or trade name. The distributor shall not question the manufacturer's right to the exclusive use of any trade mark or trade name used or claimed by the manufacturer. In accordance with the manufacturer's policies regarding their reproduction, distributor may use the manufacturer's name, trademarks and logos in advertising, on papers and business cards or on its website. 14. Relationship of the parties. The relationship between the manufacturer and the distributor is the relationship between the supplier and the vndee. The distributor, his representatives and employees shall in no case be regarded as employees, agents or representatives of the manufacturer. The distributor will not modify any of the manufacturer's products without the written consent of the manufacturer. Neither the distributor nor the manufacturer shall have the right to enter into any contract or obligation in the name or on behalf of the other or to bind the other in any respect. 15. Date and end. If it is not terminated earlier, as set out below, the period of validity of this Agreement shall begin on ____ A. The manufacturer may terminate at any time by written notification to the distributor at least ninety (90) days before the effective date of such notification, in the event that: decides to terminate all pending distributor contracts for the manufacturer's products and to offer a new or amended form of distributor contract. B. The Manufacturer may terminate this Agreement by notifying the Distributor of any of the following events: (1) fails to comply with or fails to comply with any of the obligations, obligations or obligations of the Distributor in this Agreement that have not been cured within 30 days of the manufacturer; (2) any assignment of any interest of the distributor in this Agreement or the transfer of distributor obligations without the written consent of the manufacturer; (3) any sale, transfer or surrender, voluntary or involuntary, by law or otherwise, of significant interest in direct or indirect ownership or any change in the distributor's manager; (4) the failure of the distributor for any reason to operate in normal business; (5) a conviction before a court of competent jurisdiction of a distributor or a significant partner, principal official or significant shareholder of a distributor for any breach of the law which, in the opinion of the manufacturer, adversely affects the distributor's activities or that of the distributor or the reputation, goodwill or reputation of the manufacturer, products of the manufacturer or distributor; or (6) submitting fraudulent messages or statements by the distributor to the manufacturer, including but not limited to refund requests, credit, rebate, incentive, contribution, discount, refund or other payment by the manufacturer. 16. Termination obligations. Upon termination of this Agreement, the Distributor ceases to be an authorized distributor. Any amounts owed by the distributor to the manufacturer shall become immediately due and payable, irrespective of the prior conditions of sale: A. All orders sent shall be cancelled without the responsibility of one party to the other party; B. The distributor shall resell and supply to the manufacturer on request, without and without literature and burdens, such products of the manufacturer and materials bearing the name of the manufacturer as the manufacturer shall decide to purchase at a mutually agreed price, but not above the manufacturer's current price to distributors for such products and materials, provided that the manufacturer is not obliged to pay the distributor for any free item originally provided; C. Neither party shall be liable to the other party for such termination of compensation, compensation or damages in connection with the loss of potential profits or anticipated sales or for expenses, investments, leases or liabilities in connection with the business or goodwill of the manufacturer or distributor or for any other reason resulting from such termination. D. In short, both Parties recognise that denunciation of this Agreement is highly likely at some point and should be treated in normal commercial parties making every effort to amicable termination of the relationship. 17. Notification. Any notice required by or in connection with this Agreement shall be made in writing and shall be forwarded to the party concerned by personal delivery or recognized night services such as Federal Express. If the manufacturer: ____ (Name and address) If to the distributor: ____ No waiver. A waiver of a right provided for in this Agreement, or if either Party does not exercise in any respect any right provided for in this Agreement, shall not be deemed to be a waiver of any other right or remedy to which the Party may be entitled. 19. The whole agreement. The terms and conditions set forth hereth constitute the entire agreement between the Parties and constitute any communication or prior agreement relating to the subject matter of this Agreement. There are no written or oral agreements directly or indirectly related to this Agreement which are not provided for here. This Agreement may not be amended other than in writing and signed by both parties. 20. Applicable law. This Agreement shall be interpreted and enforced in accordance with the laws of the State ____ and any dispute under this Agreement shall be brought here and no other dispute may be brought. 21. Titles of this Agreement. The titles in this Agreement are for convenience only, do not confirm any rights or obligations in either party and do not alter any terms of this Agreement. 22. Separability. If a court of competent jurisdiction assesses any period of validity or unenforceable, then this Agreement, including all remaining terms, will remain in full force and effect as if that invalid or unenforceable period was never included. In witness whereof the parties implemented this Agreement on the date first written above. ____ 1. The manufacturer should be wary of the dangers of establishing any long-term exclusive relationship with the distributor. Most of these relationships will go to the distributor, not the producer. Notable cases include Coca-Cola, Pepsi, McDonald's and others, which had to buy their rights from these parties at considerable cost. The opposite applies to distributors. It is usually in their best interest to get as many of these deals as possible in the hope that one or two will turn into a gold mine made by the Coca-Cola, Pepsi or McDonald's franchise. 2. The manufacturer should consider long and hard they may achieve the same result or almost the same result with a non-unconditional agreement. Non-exclusive agreements give the distributor less leverage over manufacturers in situations where the distributor is operating poorly. For this reason, these agreements are now more common than exclusive agreements. If the manufacturer decides to continue with the exclusive contract, he must be extremely careful when examining the financial and marketing power and the distributor's commitment. Simply put, backdoors or exit positions are much weaker, and distributors seeking exclusive deals and not backing down from the request easily are usually prepared to fight hard to keep their exclusive deals, no matter how poorly they perform. 3. This Agreement shall create the exclusive right, on behalf of the distributor, to place the products in the territory defined by the Parties. This means that other distributors cannot enter the territory. Make sure that the exclusive arrangement is what both parties have negotiated and can tolerate, especially the manufacturer. 4. Manufacturers must once again be vigilant that the termination of a distributor with our no reason can lead to serious legal charges against the manufacturer, which include everything from a broad category of good faith dealing with antitrust claims. This is an area ripe for dangerous legal traps, which differ in many states. Before entering into an exclusive distributor agreement, we strongly recommend consulting an informed sales representative about the consequences of these agreements in your state and distributor state. 5. Print two copies of the contract so that each party has a copy that is the original. Original.

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