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# Exclusive Distribution Agreement

Between

*(Forme juridique de la société)*, a Corporation organized under the laws of *(Lieu de l’ établissement)*, registered office in *(Adresse du siège social)*, represented by *(Fabricant)* in his capacity as Managing Director, hereinafter called, “the Manufacturer”,

And

*(Forme juridique de la société)*, a limited liability company under the laws of *(Lieu de l’établissement)*, registered office*, (Adresse du siège social),* represented by *(Distributeur)* in his capacity as *(Tâches à accomplir)* hereinafter called “the Distributor”,

The Manufacturer grants to the distributor, who accepts it, exclusive distributorship for the following Products: *(Marchandises)* in the territory of *(Territoire)* hereinafter called “the Territory”,

Witnessed:

Whereas the Manufacturer produces and markets under its trademark *(Designation de la marque)* various Products, hereinafter referred to as “the Products”,

Whereas the Manufacturer wishes to have its Products distributed and sold in *(Lieu de vente)* through and by an independent Distributor,

### Article 1 - Purpose of the Contract

The Manufacturer grants to the Distributor, who accepts it the right to sell and market the Products defined hereunder in appendix *(Numero d'annexe)* in its capacity as independent Distributor.

The above-mentioned list shall be modified only by written notice.

### Article 2 - Obligation of the Distributor

The Distributor undertakes during the entire term of this Agreement to use its best effort to ensure the promotion and development of sales of the Products within the territory.

1. It undertakes to co-operate with the Manufacturer by giving it commercial information concerning the activity of competitive Manufacturers including the prices of their Products at all levels of sales ;
2. It undertakes to promote the sales of the Products in particular by giving to the existing customers all appropriate information related to the Products ;
3. To maintain an adequate stock of the Products ready for sale by placing orders with the Manufacturer for a number of Products sufficient to cover any order ;
4. Not later than 15 days prior to the beginning of each calendar quarter, to inform the Manufacturer in writing of its estimated purchases for such quarter, broken down by Products ;
5. To return to the Manufacturer at the end or the termination of this Agreement, all technical documents relating to the Products and all samples of the Products in its possession which may have been entrusted to it ;
6. Not to deal with or sell Products made by other Manufacturers and competitive with and/or similar to the Products ;
7. To distribute the above mentioned Products under the mark *(Marque articles ou produits).*

### Article 3 - Obligations of the Manufacturer

1. The Manufacturer undertakes to supply the Distributor with all technical and scientific information that it deems necessary for the marketing of the Products, together with the relevant documentation ;
2. It undertakes to provide, at the request of the Distributor and at the latter’s expense, technicians selected by the Distributor with the most complete training possible on the Manufacturer’s premises, and to provide them with the technical documentation, if any, for the execution of the functions of the Distributor in the context of the present Agreement ;
3. Should the present Agreement be terminated for any reason whatsoever, the Manufacturer shall repurchase the stock of the product of which the Distributor is the owner, provided that this stock is not deteriorated in any manner, at the purchase price paid for the Products by the Distributor.

### Article 4 - Use of Trademark

The Manufacturer grants to the Distributor the exclusive right to sell and market the Products under its trademark.

The use of trademark *(Marque, articles ou produits)*, during the currency of the contract, by the Distributor is strictly limited within the framework of the contract.

### Article 5 – Confidentiality

The Distributor undertakes to treat as confidential all the technical, financial and commercial documentation in connection with the assignments entrusted to him.

### Article 6 – Orders

Provided that the Distributor has fulfilled all its obligation arising under the present Agreement, all reasonable orders placed with the Manufacturer by the Distributor will be executed by the Manufacturer shall use its best efforts to execute any order accepted within the time periods mentioned on such order.

### Article 7 - Transfer of Title and Risks

The Products will be sold and delivered F.O.B. to the Manufacturer’s factory, completely packed in a manner adequate to permit their shipment without risk or deterioration or damage.

The transfer of title and of risk with regard to the Products will occur on shipment from the Manufacturer’s factory as soon as the Products have left the Manufacturer’s factory.

The Distributor will assume shipment and insurance costs and undertakes, in particular, to provide sufficient insurance to cover the risks of transporting the Products.

### Article 8 - Prices and Conditions of Payment

### Prices :

The sales price of each product ex-works by the Manufacturer will be that indicated in appendix *(Numero d'annexe)* attached hereto.

These prices may be modified as follows

### Conditions of payment :

The Conditions of payment in *(Lieu d’établissement)* are the following:

1) For the purchase by the Distributor of its initial stock of the Products, which purchase should be made within following the date on which the present contract takes effect and on which the Manufacturer has given explicit and written authorization to sell in the territory.

And in the place of the present Distributor: 180 days without charge, beginning at the time of billing by the Manufacturer by bank transfer, it being understood that the Distributor will benefit from a 3% reduction in the price if payment is made to the Manufacturer within the 120 days following such billing;

2) For all other purchases of the Products, payment should be made within 90 days without charge, following billing by the Manufacturer it being understood that the Distributor will benefit from a 3% reduction in the price if payment is made to the Manufacturer within 60 days following such billing.

## Article 9 - Minimum Annual Sales Volumes

The Distributor agrees to make during each twelve-month period under the present Agreement minimum purchases of the Products from the Manufacturer which minimum purchases shall be for the following minimum number of units of the Products:

1st year: 1 million units of Products;

2nd year: 2 million units of Products;

3rd year: 3 million units of Products.

It being specified that half of the excess number of Products purchased by the Distributor during the first twelve-month period over the minimum annual purchase requirements for the said period will be, for the purpose calculating the annual minimum purchase requirements, carried over to the second twelve-month period, and half will be carried over to the third twelve-month period. The excess realized under the same terms during the second twelve-month period will be carried over as a credit to the minimum annual purchase requirements for the third twelve-month period.

##  Article 10 – Term

This Agreement is made for a term of three years. It shall take effect on *(Date de debut d’effet du contrat)* and will end on *(Date de fin du contrat)* .

This contract will be extended by tacit Agreement from year to year at the end of the initial three-year period or at the end of any one of the one-year extension periods by giving six months notice to the other Party by registered letter, return receipt requested.

The Parties to the present Agreement agree to meet eight months prior to the expiration of the present contract, or as the case may be, eight months prior to the annual extensions, if any, in order to establish by mutual Agreement the minimum purchase requirements of the Products to be applicable for each of the three-year period for which the present contract shall be extended, if any.

## Article 11 – Termination

The Manufacturer shall be entitled to terminate this Agreement by registered letter, return receipt requested, immediately and without notice in the event of:

1. The Distributor does not perform any one of the obligations under this Agreement ;
2. The Distributor selects sub-distributors for the Products the prior written consent of the Manufacturer ;

c) The Distributor fails to make the minimum annual purchases established by article 9.

On termination of this Agreement the Distributor shall immediately return to the Manufacturer all catalogues, price lists, tariffs documents or Products belonging to the Manufacturer then in its possession.

## Article 12 - Applicable Law and Authentic Text

The Contract is governed by the law in force in the country where the Manufacturer has its head office. The text of this contract is authentic.

## Article 13 – Competence

Any dispute arising out or in connection with this Agreement shall be settled without recourse to the courts, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designed in conformity with those Rules, the awards being final and binding. The arbitrator or arbitrators shall have power to rule on their own competence and on the validity of the Agreement to submit to arbitration.

Agreement made in Paris, this *(jour/mois de la signature du contrat)* day of *(année de signature du contrat)* , in 6 (six) original copies.

The Manufacturer The Distributor

*(Fabricant)* *(Distributeur)*