Exclusive Distribution Agreement

This agreement is made between the Company and the Distributor named below and takes effect on the date of the last signature.

Company

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Distributor

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Purpose

The Company appoints the Distributor as its exclusive distributor of the products below in the territory below.

Exclusive appointment

PRODUCTS

TERRITORY (STATES, CITIES OR PIN CODES)

MINIMUM YEARLY PURCHASE (₹)

DISTRIBUTOR MARGIN (%)

START DATE

END DATE

RENEWAL

Prices and payment

PRICING	CREDIT PERIOD (DAYS)	LATE INTEREST (% P.A.)

Prices exclude GST unless stated. Invoices carry the GSTINs above and, where required, an e-invoice IRN and e-way bill.

Specific terms

- Exclusivity. The Company does not appoint another distributor in the territory during the term, but may sell directly to key accounts listed by it.
- Minimum purchase. If the Distributor misses the minimum purchase, the Company may end exclusivity with 30 days' notice.
- Non-compete. During the term the Distributor does not distribute directly competing products in the territory.
- Stock on exit. On termination the Company buys back saleable stock at invoice price.

Standard commercial terms

- Delivery and risk. Goods are delivered as per the Incoterm or delivery terms in the order; risk passes on delivery and title passes on full payment.
- Inspection. The buyer inspects goods within 7 days of delivery and reports shortages or defects in writing with photos; otherwise the goods are treated as accepted.
- Quality. Goods match the agreed specifications, are fit for their usual purpose and comply with applicable law, including the Legal Metrology (Packaged Commodities) Rules and BIS standards where they apply.
- Confidentiality. Prices, customer data and business plans shared under this agreement are kept confidential during it and for two years after.
- Liability. Neither party is liable for indirect or lost-profit losses. Each party's total liability is capped at the amount paid or payable in the 12 months before the claim, except for fraud or breach of confidentiality.
- Termination. Either party may end this agreement by written notice of the period below, or at once for a material breach not fixed within 15 days. Orders already accepted are completed.
- Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, such as natural disasters, epidemics or government action.

Notice period to terminate

◯ 60 days ◯ 90 days ◯ 180 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Company

SIGNATURE

PRINTED NAME

DATE

Distributor

SIGNATURE

PRINTED NAME

DATE