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Distribution agreement template europe

Distribution agreement concluded by: PART ONE, _____ [identity of a natural or legal person: click here to select the appropriate template], hereinafter referred to as Brand, AND PART TWO, _____ [identity of the natural or legal person: click here to select the appropriate template], hereinafter referred to as distributor. The brand and distributor may be called separately as a Party or as parties together. Since: Brand is _____ [Presentation Brand]. The brand owns the trade mark _____ (trade mark). Brand markets _____ [product description] under the trademark (Products). The distributor is _____ [Presentation Distributor]. He is recognized in his business field. The distributor wants to distribute products _____ [territory] (Territory) and the Brand is ready to accept. Discussions were held and the Parties decided to conclude this Agreement, which, including its considerations and additions, which are included in it and are indivisible, is hereinafter referred to as an Agreement or Treaty. THE PARTIES ARE THEREFORE ARM AS FOLLOWS: 1 - The purpose of the Agreement This Agreement sets out the conditions under which the Brand authorises the Distributor to distribute the Products and authorises its use in the trade mark in the territory. 2 - Product Distribution 2.1 - Distribution Mode Distributor will purchase strictly Products directly from the Brand and resale them to retail consumers in accordance with the principles of the concessionaire's contract. The distributor will therefore invoice directly to customers on his own behalf [to be approved or amended]. 2.2 - Territory The Brand authorises the Distributor to distribute the Products only within the duration of the agreement within the duration of the agreement. 2.3 - Exclusivity and failure are granted exclusive distribution rights for these products in the territory. This territorial exclusivity means that neither the Brand Authorized Brand nor any other distributor will be entitled to actively sell the Products in the territory. However, the Brand or other authorized distributor has the right to make passive sales of products within the Territory. Accordingly, distributor is not allowed to make active sale of Products outside the territory, but he can make passive sales of Products outside the territory. The distributor will not release in the Territory products competing with products [to be approved or amended - in the case of an exclusivity/non-competitive clause, specific legal analysis is required]. 2.4 - Marketing Distributor commits to comply with the commercial policy set by the Brand, it is understandable that this policy may evolve Agreement. The distributor acknowledges that any activity, promotion, agitation or communication related to a brand or products must respect their image and position and comply with brand quality standards as well as commercial policy. The Distributor will comply with all obligations relating to his/her activities and, in particular, will ensure that the distribution of products and their promotion activities are always perfectly legitimate and appropriate, taking into account the intended objective of maintaining the reputation and image of the brand and the Products. [Detailed details of the other provisions and specifications deemed appropriate] are detailed here. 2.5 - Internet Distributor may advertise and sell Products on the Internet as long as he complies with the following rules. The products shall be presented on websites intended solely for the trade mark and products intended for final consumers located in the territory (Pages) [to be approved or amended]. These pages fully and strictly comply with the Brand specifications, in particular as regards their design, their layout, content (including metadata, code and all elements, including those not directly seen by the Internet user), their name, URL address, programming language or the technological platform used. Generally speaking, the Pages correspond to the identity of the Trade Mark and reflect the location of the Products [to be confirmed or amended]. They shall be regularly updated to provide a faithful and effective image of the Trade Mark. The brand will provide the Distributor free of charge with the content, images and texts per use of the trademark and products at its disposal. The Distributor receives brand written permission regarding the plan and the contents of the Pages prior to their initial publication, modification or update. The distributor bears all the costs associated with these pages, in particular the development, hosting, reference, search engine optimization, use. The site is focused on the territory because the Distributor is not allowed to actively sell Products off-site. Internet marketing, any activity related to the Pages, their reference, their promotion, including agitation, is consistent with brand policy. The Distributor strictly fulfils its

