

Distribution Agreement UK

Governed by the Competition Act 1998, Sale of Goods Act 1979,
Unfair Contract Terms Act 1977, and the UK GDPR / Data Protection Act 2018

Prepared for (Supplier):

First Name: _____ Last Name: _____

Company Name: _____

Registered Address: _____

Company Number: _____ Registered Office: _____

Created by (Distributor):

First Name: _____ Last Name: _____

Company Name: _____

Registered Address: _____

Company Number: _____ Registered Office: _____

1. INTERPRETATION.

This Distribution Agreement (the "Agreement"), when signed by both _____ (the "Supplier") and _____ (the "Distributor") on _____ is a legally binding contract intended to begin, regulate, and maintain a business relationship between the Supplier and the Distributor.

For the purposes of this Agreement: (a) "Supplier" means the party supplying the Products as identified above; (b) "Distributor" means the party distributing the Products as identified above; and (c) "Products" means the goods or classification of goods mutually agreed between the parties and set out in Schedule 1 to this Agreement.

The Distributor is hereby recognised as the exclusive distributor of the Products within the agreed Territory. For the avoidance of doubt, the Distributor shall act as an independent contractor and not as the agent of the Supplier. Title to the Products shall pass to the Distributor upon delivery, and the Distributor shall purchase the Products in its own name and at its own risk.

By signing this Agreement, both parties acknowledge and agree to perform their respective obligations to the best of their ability and to maintain the commercial relationship throughout the term of this Agreement.

2. PRODUCTS, PRICING AND SALES.

The Products that the Supplier and the Distributor are contractually agreeing to work with have been previously specified and consist of the items or classification of items that have been mutually pre-determined and set out in Schedule 1 attached to this Agreement. The Supplier warrants that it has the right to sell and distribute the Products and that the Products shall be of satisfactory quality and fit for their intended purpose, in accordance with the Sale of Goods Act 1979.

The purchase price and any applicable licence fee payable by the Distributor to the Supplier have already been agreed upon and shall be as set out in Schedule 2 attached to this Agreement. All sums payable shall be denominated in pounds sterling (£) and shall be subject to VAT where applicable. The Distributor shall not fix, maintain, or recommend resale prices in a manner that infringes the Competition Act 1998 or the Vertical Agreements Block Exemption Order 2022.

3. CONFIDENTIALITY AND SECURITY INTEREST.

By reason of the supplier and distributor relationship established herein, the Distributor may be provided

with confidential, proprietary, or otherwise non-public information relating to the Products and the Supplier's business (the "Confidential Information"). By signing this Agreement, both parties acknowledge that the Distributor is prohibited from disclosing any Confidential Information, intellectual property, trade marks, or trade secrets to any person who does not require such information in order to fulfil the obligations agreed upon in this Agreement.

Persons within the Distributor's organisation who are permitted access to Confidential Information (including but not limited to the Distributor's employees, independent contractors, and other agents) are legally prohibited from using such information to reverse-engineer the Supplier's Products, whether for their own benefit or for the benefit of any third party. This obligation shall survive the termination or expiry of this Agreement.

The Distributor shall not resell, licence, or otherwise deal in the intellectual property rights, trade marks, or Confidential Information received from the Supplier, nor shall the Distributor act as a reseller of the Supplier's intellectual property in any circumstances. The Distributor shall comply with the Data Protection Act 2018 and the UK GDPR in respect of all personal data processed in connection with this Agreement.

4. RECORD INSPECTION.

The Distributor acknowledges the legal obligation to maintain accurate and complete records of all activities as reasonably necessary to ensure compliance with the terms and conditions of this Agreement, including but not limited to accounting records, regulatory filings, stock and inventory records, and customer sales records.

Both parties acknowledge that the Supplier has the legal right to view, audit, and inspect such records for the duration of this Agreement and for the period stated below following completion or termination of this Agreement.

Audit period after termination: _____ (e.g. 6 years)

5. TERMS AND TERMINATION.

Unless otherwise determined, this Agreement shall commence on the effective date of Effective Date (DD/MM/YYYY): _____ and shall expire after _____ years from the effective date, unless earlier terminated in accordance with this clause.

Either party may terminate this Agreement in the following circumstances:

- by giving not less than _____ days' prior written notice to the other party, with or without cause;
- immediately, where the other party commits a material breach of this Agreement that is incapable of remedy, or that the other party fails to remedy within 30 days of written notice requiring such remedy;
- immediately, where the other party enters into administration, liquidation, receivership, or is otherwise adjudicated insolvent or bankrupt; or
- immediately, where termination is required by any applicable law or order of a competent court or regulatory authority.

Upon termination, the Distributor shall immediately cease to distribute or promote the Products and shall return or destroy (as directed by the Supplier) all Confidential Information and marketing materials in its possession. All outstanding amounts due to the Supplier shall remain payable notwithstanding termination.

6. SIGNATURE, AGREEMENT AND ACCEPTANCE.

The terms of this Distribution Agreement between the Supplier and the Distributor shall take effect on the effective date and shall remain legally binding for the agreed period, save where performance is prevented

or delayed by an event of force majeure — being any event beyond the reasonable control of a party, including but not limited to acts of God, fire, flood, pandemic, war, or governmental action.

When signed by both parties, this document constitutes the entire agreement between the Supplier and the Distributor with respect to its subject matter and supersedes all prior negotiations, representations, and agreements. No modification shall be valid unless made in writing and signed by authorised representatives of both parties.

By signing, both parties agree to uphold the full terms of this Agreement and to ensure compliance with all applicable laws and regulations of England and Wales, including the Competition Act 1998, the Unfair Contract Terms Act 1977, and the UK GDPR, for the duration of this Agreement and as otherwise required following its expiry or termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For and on behalf of the Distributor:

Signature: _____ Date (DD/MM/YYYY): _____

Full Name: _____ Position/Title: _____

For and on behalf of the Supplier:

Signature: _____ Date (DD/MM/YYYY): _____

Full Name: _____ Position/Title: _____