

Sole Distributorship Contract

Between

XXXXXX (Reg. No: XXXXXXXX) whose registered office is at

(hereinafter "Supplier")

and

whose registered office is at _____

(hereinafter "Distributor")

(hereinafter "Parties" or "Party", as the context may require).

The Parties have hereby concluded the present contract (hereinafter "Contract") in the following:

Territory and Products

Article 1.

1.1. The Supplier grants and the Distributor accepts the exclusive right to market and sell the products supplied by the Supplier (hereinafter "Products") in the territory of XXXXXXXXXXXX (as specified in Annex 1) (hereinafter "Territory").

1.2. The list of Products will be added to the Contract as Annex 1.

Duties of the Distributor

Article 2. Legal situation of the Distributor

2.1. The Distributor shall receive the exclusive right to sell and distribute the Products.

2.2. The Distributor is entitled to market the Products in his own name and for his own account. The Distributor shall act as an independent trader towards both the Supplier as well as the customers. The Distributor agrees to use its best efforts to promote the sale of the Products in the Territory in accordance with the Supplier's policy and shall protect the Supplier's interests with the diligence of a responsible businessman.

2.3. The Distributor shall exercise due diligence to keep the Supplier informed at all times about:

- the laws and regulations which are applicable in the Territory and relate to the Products (e.g. import regulations, labeling, technical specifications, safety requirements, etc.);
- the laws and regulations concerning the Distributor's activity, as far as they are relevant for the Supplier.

....