Distribution Agreement 2023
Fictional Northfield matter. Prepared by Ada Mercer, 11 September 2023.

Distribution Agreement dated 11 September 2023 between Northfield Supplies Ltd (Northfield) and Lowther & Finch Distribution Ltd (the Distributor). Northfield appoints the Distributor as its non-exclusive distributor of the Products in the Territory described in Schedule 1, on the terms below.

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3. Distributor’s obligations. The Distributor shall use reasonable endeavours to promote the Products, maintain adequate stock, keep the Products in conditions that preserve their quality and meet the minimum purchase targets in Schedule 2. It shall not sell the Products outside the Territory without Northfield’s consent.

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5. Supply and ordering. Northfield shall supply the Products against written orders. Orders shall be for full pallets and placed at least ten Business Days before the requested collection date. Northfield shall use reasonable endeavours to fulfil all orders, but where stock is short it may allocate available stock fairly between its customers.

7. Trade marks. The Distributor may use Northfield’s trade marks only to promote the Products in the Territory. It shall not register or use any confusingly similar mark or domain name, and shall stop all use of the marks at the end of this Agreement. Any goodwill arising from the Distributor’s use of the marks belongs to Northfield.

9. Reporting. Within ten Business Days of the end of each quarter, the Distributor shall send Northfield a report of sales by customer and Product, stock on hand and any customer complaints. Northfield may audit the Distributor’s records once a year on reasonable advance arrangement.

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11. Indemnities. 11.1 Northfield shall indemnify the Distributor against loss arising from any claim that the Products infringe a third party’s trade mark. 11.2 The Distributor shall indemnify Northfield against claims caused by its own misdescription of the Products. 11.3 Clause 11 survives the end of this Agreement.

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12. Cap. Each party’s aggregate liability is capped at ?150,000, other than under clause 11.1.

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15. Duration. 15.1 This Agreement runs for two years and then continues until either party decides to end it. After the second anniversary, either party may terminate this Agreement by

notice in writing to the other of not less than 60 days. 15.2 On expiry, the Distributor may sell off its remaining stock for three months.

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18. Law. English law governs this Agreement. Signed for Northfield by Ada Mercer and for the Distributor by Rupert Lowther, Managing Director.