

DISTRIBUTORSHIP AGREEMENT DRAFT QUESTIONS

**Please complete the applicable information below.
Your answers will assist us in drafting a Distributorship Agreement.**

General Information

1. Supplier Name:
2. Supplier Address:

Product Information

1. Type of Product:
2. Shelf Life – is there a limited shelf life, and if so, what percentage of the shelf life needs to be remaining at time of delivery of the Products:
3. Spare Parts:

Distribution Rights

1. Type of Rights – is this exclusive, non-exclusive or partially exclusive (National Distributor carve-out):
2. Loss of Exclusivity – if this is an exclusive arrangement, do we need to maintain a certain purchase volume to maintain the exclusivity:
3. Territory:
4. Reserved Supplier Rights – examples might include direct sales, existing distributors:

Volume

1. Anticipated Targets and Forecasts:

Shipping and Delivery

1. Shipping – what will be the shipping terms (FOB Destination, FOB Origin):
2. Drop-ship:
3. Anticipated Delivery Time:
4. Cover Damages – will you cover if product is not delivered in a timely manner:

Training and Support

1. Special Training – special training or support, marketing program, etc.:
2. Literature – what will be provided?
3. Promotions

4. Field or Other Support
 - a. Is it available? Please provide detail

Price

1. Fixed Price Period – what is the period:
2. Most Favored Nation pricing – can we request this:
3. Price increases – are there any limitations (such as a specified percentage, consumer price index, or another means of controlling increases):
4. Payment Terms (specify if other than net 60 day):
5. EDI
 - a. Is it in place?
 - b. If no, when can you have in place?

Term and Termination

1. Initial Term:
2. Renewal Term:
 - a. Evergreen – automatic renewal for 12 month period unless one party gives 90 days notice of intent not to renew?
 - b. Termination for convenience – continues until terminated on 90 days notice?
 - c. No renewal term?

Warranty

1. Standard Warranty – what is the term and what does it cover:
2. Hazardous Materials – do we need to worry about this with respect to return of defective products:
3. [Company Name] – will we service any components of the products:

Please email this form to: _____

Any questions, please contact: _____

Phone Number: _____