**WHOLESALE AGREEMENT**

This Wholesale Agreement (referred to as the “**Agreement**”) is made and entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [SUPPLIER COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Supplier**”), and [DISTRIBUTOR/RESELLER COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Distributor**”). The Supplier and the Distributor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Supplier is engaged in the manufacture, distribution, and sale of the Products (as defined below) and desires to expand its market reach by selling such Products at wholesale prices.

The Distributor desires to purchase the Products from the Supplier for resale or distribution within the Territory and in accordance with the terms of this Agreement.

The Parties wish to set forth the terms and conditions governing the wholesale purchase and sale of the Products.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows.

1. **APPOINTMENT**
	1. Subject to the terms and conditions of this Agreement, the Supplier hereby appoints the Distributor as its [exclusive/non-exclusive] wholesale distributor for the Products within the Territory, and the Distributor accepts such appointment. For the purposes of this Agreement: (i) “**Products**” means the items listed in Schedule 1, including any modifications or additions agreed upon in writing by the Parties; and (ii) “**Territory**” means the geographic area in which the Distributor is authorized to sell the Products, as defined in Schedule 2.
	2. The Distributor agrees to purchase and resell the Products solely within the Territory and in accordance with the pricing, marketing, and promotional guidelines provided by the Supplier.
2. **PREREQUISITES**
	1. The Parties shall cooperate in good faith and exchange any documents or information that may be useful for the proper performance of the Agreement.
	2. In particular, each Party shall, upon request, promptly provide the other Party with all information, assistance, materials, and resources that the other Party may reasonably require from time to time in connection with the performance of its obligations under this Agreement.
3. **PAYMENT TERMS**
	1. The Products shall be sold at the Net Order Price set forth in Schedule 1. For the purposes of this Agreement, “**Net Order Price**” means the price at which the Products are sold by the Supplier to the Distributor, less any applicable discounts, rebates, or credits.
	2. The Supplier reserves the right to adjust the Net Order Price upon [NUMBER] days’ written notice to the Distributor.
	3. Orders are payable within [NUMBER] days from the invoice date.
	4. Payments shall be made in U.S. Dollars (USD) via bank transfer, check, or any other method agreed upon by the Parties.
	5. Late payments shall accrue interest at a rate of [PERCENTAGE]% per month or the maximum rate permitted by applicable law, whichever is lower.
	6. Any pre-approved, out-of-pocket expenses incurred by the Supplier related to the fulfillment of orders (such as special packaging or handling) will be reimbursed by the Distributor upon submission of valid receipts.
4. **ORDERING AND DELIVERY**
	1. All orders shall be submitted by the Distributor in writing, via email, or through the Supplier’s online order system.
	2. Each order shall be subject to acceptance by the Supplier, and the Supplier reserves the right to reject any order for any reason.
	3. Delivery terms shall be [FOB Shipping Point/FOB Destination] as specified in Schedule 3.
	4. The Supplier shall make reasonable efforts to ship orders promptly; however, time of delivery is not of the essence.
	5. Risk of loss and title to the Products shall pass to the Distributor upon delivery, as defined in Schedule 3.
5. **QUALITY CONTROL AND WARRANTY**
	1. The Supplier warrants that the Products shall conform to the specifications and quality standards set forth in Schedule 1.
	2. The Distributor shall inspect all Products upon delivery. Any claims for defects or non-conformities must be submitted in writing within [NUMBER] days of receipt.
	3. The Supplier’s sole obligation in the event of a valid claim shall be to repair or replace the defective Products or issue a credit for the purchase price.
	4. Except as expressly provided in this Agreement, the Supplier disclaims all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.
6. **INTELLECTUAL PROPERTY RIGHTS**
	1. All Intellectual Property Rights in the Products and any related materials provided by the Supplier remain the exclusive property of the Supplier. For purposes of this Agreement, “**Intellectual Property Rights**” includes, without limitation, copyrights, trademarks, service marks, patents, trade secrets, design rights, and any other proprietary rights recognized under applicable law, whether registered or unregistered.
	2. All Intellectual Property Rights in materials provided by the Distributor (such as marketing collateral and promotional content developed by the Distributor) remain the exclusive property of the Distributor.
	3. Any intellectual property developed jointly by the Parties specifically for the purposes of this Agreement shall be owned jointly, unless otherwise agreed in writing.
	4. The Supplier hereby grants the Distributor a limited, non-exclusive, non-transferable, royalty-free license to use the Supplier’s Intellectual Property Rights solely for marketing, promoting, and reselling the Products under this Agreement. Such use shall be in accordance with the Supplier’s guidelines and for purposes directly related to the distribution of the Products.
	5. Where agreed, the Distributor grants the Supplier a limited license to use Distributor-created intellectual property solely for purposes of supporting the business relationship under this Agreement, subject to prior approval by the Distributor.
	6. Each Party may use the other Party’s Intellectual Property Rights only as necessary to perform its obligations under this Agreement and solely in connection with the promotion and sale of the Products.
	7. Neither Party shall modify, alter, or create derivative works based on the other Party’s intellectual property without prior written consent. The Distributor shall not use the Supplier’s intellectual property in any manner that exceeds the scope of this Agreement or could damage the Supplier’s reputation or dilute its brand value.
	8. Any third-party intellectual property included in materials provided under this Agreement remains subject to its own licensing terms. Each Party represents that it has obtained all necessary rights and permissions to use any third-party materials it incorporates.
	9. The provisions of this Section shall survive the termination or expiration of this Agreement.
7. **CONFIDENTIALITY**
	1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 7; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
	2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 7, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
	3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
	4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
8. **LIMITATION OF LIABILITY**
	1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
	2. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND SUBJECT TO SECTION 8.1, IN NO EVENT SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY EXCEED THE TOTAL FEES PAID BY THE DISTRIBUTOR TO THE SUPPLIER UNDER THIS AGREEMENT.
9. **INDEMNIFICATION OBLIGATIONS**
	1. The Distributor shall indemnify, defend, and hold harmless the Supplier, its affiliates, and their respective officers, directors, and employees from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to the Distributor’s resale, marketing, or use of the Products, or any breach of this Agreement.
	2. The Supplier shall indemnify, defend, and hold harmless the Distributor from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to any defect in the Products or any breach of the Supplier’s representations and warranties contained in this Agreement.
10. **TERM**

This Agreement shall commence on the Effective Date and continue for an initial term of [NUMBER] years unless terminated earlier in accordance with Section 11.

1. **TERMINATION**
	1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
		1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
		2. becomes insolvent or is generally unable to pay its debts as they become due;
		3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
		4. makes or seeks to make a general assignment for the benefit of its creditors;
		5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
		6. is dissolved or liquidated.
	2. Either Party may terminate this Agreement for convenience upon [NUMBER] days written notice.
	3. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
	4. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
		1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
		2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
		3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii, without regard to its conflict of laws principles. Any legal action arising out of this Agreement shall be brought exclusively in the state or federal courts located in the State of Hawaii, and each Party consents to the jurisdiction of such courts.

1. **NOTICES**

All notices under this Agreement shall be in writing and delivered by personal delivery, courier service with tracking, certified or registered mail (postage prepaid), or email (with confirmation of receipt).

1. **ENTIRE AGREEMENT**

This Agreement, including all schedules and attachments, constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, communications, and agreements.

1. **AMENDMENTS**

Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

1. **ASSIGNMENT**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger or sale of substantially all of its assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[SUPPLIER COMPANY NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[DISTRIBUTOR COMPANY NAME]
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**PRODUCTS LIST**

[INSERT PRODUCT LIST]

**SCHEDULE 2**

**TERRITORY**

[INSERT TERRITORY]

**SCHEDULE 3**

**DELIVERY TERMS**

[INSERT DELIVERY TERMS]