To, Date:

Distributor Name,

City.

**SUBJECT: DISTRIBUTION AGREEMENT**

Dear Sir,

1. We congratulate you on the appointment as distributor of our company **M/S NATURE’S LINE (Pvt) Ltd** for the following products:-
2. Vivioptal Multi
3. Vivioptal Active
4. Vivioptal Women
5. Vivioptal Protect
6. We hope that you will put up your best efforts regarding sale of our product in your areas of responsibility. We assure you of our fullest support and hope that our mutual beneficial relationship will grow and glow in future. Following are enclosed /dispatched for your further necessary action please.
7. Invoice as per stock
8. Two copies of distribution agreement
9. Promotional material
10. Stock supporting documents
11. You are requested to make payment of the stock as per the term specified in the Distribution Agreement. Two copies of distribution agreement are being sent to you, out of this one copy must be returned (duly stamped and signed) for our record please.
12. Wish you best of luck and looking for the exemplary business relationship with your company in future.

**Regards,**

**Major Muhammad Azhar Hussain**

 (Retd)

Managing Director

M/S Nature’s Line (Pvt) Ltd.

Lahore

 Date:

**TO WHOM IT MAY CONCERN**

We authorize **M/S DISTRIBUTOR** having its registered office at **DISTRIBUTOR ADDRESS.** to sell & distribute the products of **M/S NATURE’S LINE (Pvt) Ltd, 283-B BLOCK JOHAR TOWN LAHORE** – Pakistan in his area of responsibility as per our Distribution Agreement.

We wish him the best of luck for the success in business.

**Regards,**

**Major Muhammad Azhar Hussain**

 (Retd)

Managing Director

M/S Nature’s Line (Pvt) Ltd.

Lahore

**APPOINTMENT OF DISTRIBUTOR**

 An Agreement made on **Date** on the day of 2022 at Lahore (Pakistan).

BETWEEN

**M/S NATURE’S LINE (Pvt) Ltd** having its Registered Office at **283-B BLOCK JOHAR TOWN LAHORE** **(Pakistan).**

Hereinafter called the **Supplier** which expression shall where the context so allows include affiliates (allied) hereafter called the Suppliers, of the **First Part**

 **AND**

**M/S DISRTIBUTOR** its office at **DISTRIBUTOR ADDRESS.** Hereinafter called the **Distributor** which expression shall where the context so allows include the permitted assignees of the Distributor, of the **Second Part**.

**WHEREBY IT IS AGREED as follows:**

1. This agreement shall apply to the territory of Peshawar and shall come into force on 10th day of May 2022 and will be valid for one year which would be renewed every year subject to efficient performance of the Distributor to the satisfaction of Supplier.

2. The Supplier will offer 10% discount on trade prices (TP) to the Distributor. The change in the discount may be done at any time when deemed necessary as per company policy.

3. The Supplier will provide all the stocks ordered by the Distributor on Cash basis and stocks will be dispatched if the order is accompanied by the Demand Draft of equal amount as per order. **No cheque of any kind is acceptable in this regard.**

4. The Distributor is bound to extend a part of the discount said in Para 2 to the market in his territory as per the instructions of the Supplier. Distributor will send a claim bill to the Supplier for the adjustment of the same in the consecutive purchase bill which the supplier may adjust/reimburse to the distributor in shape of money or stock. Claim bills older than one month time period will not be entertained by the Supplier.

5. The Distributor will maintain 45 days inventory at all times to meet the requirements of his territory.

6**.** The Distributor will not lend or give any money to Supplier’s Field Force (All Ranks without the written approval of the Head Office. Similarly, the Distributor will not handover the stocks to the field force without written approval.

7. **The following may also be ensured:-**

1. The Distributor will provide, and ensure availability of all products in his given territory or any specific area identified by the Supplier.
2. The Distributor will provide prompt service by executing orders in time and maintain an efficient booking and supply system within the specified territory.
3. The Distributor shall not promote or market or otherwise deal in any similar or competitive product(s) other than the product(s) supplied by the Supplier in his allocated territory. On the other hand, if the Distributor is handling/distributing competitive or similar product(s), of other companies, then it will be binding upon the Distributor not to favor any company out of the way or in an unfair and unequal manner but it will be the obligation and duty of the distributor to treat all principals equally and in an unbiased manner.
4. The Distributor will send a customer wise comprehensive sales and stock statements to Supplier at the end of every month or as instructed by the Supplier.
5. The Distributor will be bound to extend all the extra facilities (bonus, net rates, gifts, etc.) given by Supplier in his allocated territory to the wholesale / retail customers. The un-passed bonus, if any, will remain the property of Supplier which may be utilized by the Supplier through giving extra Discount to different customers, Marketing Activity by Field Force at local level (by the written approval of Head Office) or adjusting that bonuses against expired stock which Supplier allows to collect from market.
6. The Distributor will not either directly or through any agent sell any of the Supplier product(s) outside the territory knowingly or having reason to believe that, they would be so resold, sell the product(s) to any person or corporate body or unincorporated body within the territory with a view to their resale outside the territory.

1. During storage and delivery of the products of the Supplier, the Distributor shall observe and maintain the cold storage requirements for the products to preserve the efficacy and potency of the goods at his own cost.

8. Supplier will not accept any breakages unless reported within 24 hours, and it should be written on the receipt of the courier company.

9. In the event the Supplier is not satisfied with the performance of the Distributor, or Distributor fails to fulfill the obligations contained in this agreement, the Supplier shall be entitled to terminate the agreement by giving a notice of one month to the Distributor without assigning any reason. After the termination notice is served / dispatched to the Distributor through registered or certified mail, Supplier will not send any new stocks to the said Distributor.

10. If the Supplier feels that the territory and peculiar nature of its market is such that it cannot be properly handled by one Distributor, the Supplier shall have a right to appoint more than one Distributor in the said territory.

11. If any question arises between Supplier and Distributor as to the rights and duties or liabilities of either party regarding this agreement or as to any act, matter or things arising out of or in connection with this agreement which cannot be settled by negotiation between the parties within fourteen days, either party shall be free to commence legal proceedings in the court of Lahore only which alone shall have jurisdiction to solve the matters and entertain the suits, appeals etc. and Distributor is barred from taking any legal action against Supplier in the courts of his designated territory.

12. The Supplier will not be responsible for any claim or outstanding dues of the Distributor in the market of his territory.

13. Any subsequent changes by the Supplier in this agreement shall be followed by another agreement and shall be signed by both the parties and shall be treated as a part of this agreement.

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 **For & on Behalf of (Distributor) For M/S**