Distributor Agreement

Sentry Global Ltd

and

TBC

**THIS AGREEMENT IS DATED [DATE]**

**Parties**

1. Sentry Global Ltd incorporated and registered in England and Wales with company number 14120525 whose registered office is at 20-22 Wenlock Road, London, N1 7GU (the **Supplier**);
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Distributor**).

**Background**

The Supplier wishes to appoint the Distributor as its non-exclusive distributor for the promotion and sale of the Products within the Territory (both as defined below), and the Distributor wishes to promote and sell the Products within the Territory on the terms of this Agreement.

**Agreed Terms**

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement and the Background.

* 1. Definitions:

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 2.

**Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression change of Control shall be construed accordingly.

**Mandatory Policies:** the Supplier's mandatory policies and procedures listed in Schedule 8, as amended by notification to the Distributor from time to time.

**Products:** the products of the type and specification manufactured and packed under the Trade Marks and listed in Schedule 1 , as varied from time to time in accordance with clause 5.2, and any other products developed by the Supplier and which the Supplier may permit the Distributor, by express notice in writing, to distribute in the Territory.

**Reserved Customers:** means both (i) the customers specified in Schedule 3, which comprise the customer groups in respect of which the Supplier has appointed an exclusive distributor or has reserved to itself; and (ii) any other customer groups in respect of which the Supplier informs the Distributor by written notice that it has appointed or will appoint an exclusive distributor or has reserved to itself.

**Reserved Territories:** means (i) the countries or areas specified in Schedule 3 which comprise the countries or areas in respect of which the Supplier has appointed an exclusive distributor and the or has reserved to itself; and (ii) any other countries or areas in respect of which the Supplier informs the Distributor by written notice that it has appointed or will appoint an exclusive distributor or has reserved to itself.

**Supplier's Standard Supply Terms:** the Supplier's standard terms and conditions of supply to end customers as set out in Schedule 6, as amended or revised from time to time.

**Term:** the term of this Agreement, as determined in accordance with clause 2.

**Territory:** the countries or areas specified in Schedule 2.

**Trade Marks:** the trade mark registrations and applications listed in Schedule 4 and any further trade marks that the Supplier may, by express notice in writing, permit or procure permission for, the Distributor to use in the Territory in respect of the Products.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

**Year:** the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term.

* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
  2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
  4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  7. This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
  8. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
  9. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
  10. A reference to **writing** or **written** includes fax and email.
  11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  12. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
  13. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. Commencement and duration

This Agreement shall commence on the date when it has been signed by each of the parties and each has delivered one signed copy to the other (**Commencement Date**) and shall continue, unless terminated in accordance with clause 16, for an initial term of 12 months (**Initial Term**) and indefinitely after that until terminated by either party giving at least three months' prior written notice.

1. Appointment
   1. The Supplier appoints the Distributor as its non-exclusive distributor to market, purchase, distribute and resell the Products in the Territory on the terms of this Agreement, and the Distributor accepts the appointment on those terms.
   2. The Supplier shall be free to:
      1. appoint any other distributor, reseller or agent for the Products the Territory; and
      2. supply any Products directly in the Territory whether for use or resale.
   3. The Distributor shall buy the Products for its own account for resale under this Agreement.
   4. The Distributor shall not, during the Term, sell, distribute or manufacture any goods which compete with the Products.
   5. The Distributor shall refrain from making active sales of the Products to customers in the Reserved Territories and/or to Reserved Customers. For these purposes, **active sales** shall be understood to mean actively approaching or soliciting customers, including the following actions:
      1. visits;
      2. direct mail, including the sending of unsolicited emails;
      3. advertising in media, on the internet or other promotions, where such advertising or promotion is targeted at customers in Reserved Territories and/or at Reserved Customers;
      4. online advertisements addressed to customers in Reserved Territories and/or to Reserved Customers and other efforts to be found by users in Reserved Territories and/or belonging to the Reserved Customers, including the use of territory-based banners on third party websites and paying a search engine or online advertisement provider to have advertisements or higher search rankings displayed specifically to users in Reserved Territories and/or belonging to the Reserved Customers; and
      5. advertising or promotion in any form, or translation of the Distributor's website into a language other than an official language of any country forming part of the Territory, that the Distributor would not reasonably carry out but for the likelihood that it will reach customers in Reserved Territories and/or Reserved Customers.
   6. The Distributor shall not:
      1. represent itself as an agent of the Supplier for any purpose;
      2. pledge the Supplier's credit;
      3. give any condition or warranty on the Supplier's behalf;
      4. make any representation on the Supplier's behalf;
      5. commit the Supplier to any contracts; or
      6. otherwise incur any liability for or on behalf of the Supplier.
   7. The Distributor shall not, without the Supplier's prior written consent, make any promises or guarantees about the Products beyond those contained in the material supplied by the Supplier.
2. Distributor's undertakings

The Distributor undertakes and agrees with the Supplier that at all times during the Term it will:

* + 1. use reasonable endeavours to promote and sell the Products in the Territory and to expand the sale of the Products by all reasonable and proper means and not to do anything which may hinder or interfere with such sales;
    2. employ a sufficient number of suitably qualified and trained personnel to ensure the proper fulfilment of the Distributor's obligations under this Agreement;
    3. submit written reports at regular intervals (as reasonably requested) to the Supplier, showing details of stock levels and movements, sales, spare parts, outstanding customer orders and orders placed by the Distributor with the Supplier that are still outstanding, and any other information relating to the performance of its obligations under this Agreement that the Supplier may reasonably require from time to time;
    4. maintain, on its own account, an inventory of the Products so that it can supply all orders for Products received by it without delay;
    5. keep full and accurate books of account and records clearly showing all enquiries, quotations, transactions and proceedings relating to the Products and allow the Supplier, on reasonable notice during normal business hours, access to such accounts and records for inspection;
    6. keep all stocks of the Products that it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost;
    7. insure at its own cost with a reputable insurance company all stocks of the Products as are held by it against all risks which would normally be insured against by a prudent businessperson to at least their full replacement value and produce to the Supplier on demand full particulars of that insurance and the receipt for the then current premium;
    8. provide to customers an after-sale repair and maintenance service in respect of the Products during the Term and for six months after termination, however terminated;
    9. inform the Supplier immediately of any change in Control of the Distributor, and of any change in its organisation or method of doing business that might be expected to affect the performance of the Distributor's duties in this Agreement;
    10. bear the cost of all returns from customers relating to the Products except in respect of Products which the Supplier is obliged to replace as defective in accordance with its warranty obligations in the Supplier's Standard Supply Terms;
    11. pay or ensure payment on the due date to the Supplier of all sums due to the Supplier for sales of the Products;
    12. where Products require expert installation, either install the Products themselves using suitably trained and qualified personnel or direct their customer to other suitably trained and qualified installers; and
    13. ensure that their customers are fully aware of the requirements in relation to expert installation and registration of the Products (including the Supplier’s Standard Supply Terms) where appropriate, including the relevant ongoing costs of usage.

1. Supply of products
   1. The Supplier shall use its reasonable endeavours to meet all orders for the Products forwarded to it by the Distributor as soon as practicable, but the Supplier may, at its discretion, refuse any order that it reasonably considers it would be impracticable to attempt to meet. The Distributor acknowledges that the Supplier may supply other distributors or customers in priority to the Distributor.
   2. On giving three months' notice in writing to the Distributor, the Supplier may vary Schedule 1 as it thinks fit to exclude one or more of the Products from this Agreement.
   3. The Supplier may make changes to the specifications of the Products, provided the changes do not adversely affect the quality of the Products. The Supplier shall give notice of any changes to Product specifications to the Distributor as soon as reasonably practicable.
2. Supplier's undertakings

The Supplier agrees that at all times during the Term it shall:

* + 1. Provide the Distributor with such information and support as the Supplier, in its sole discretion, considers appropriate to enable the Distributor to enable it to discharge its duties under this Agreement properly and efficiently.
    2. Endeavour to respond as soon as practicable to any reasonable enquiries from the Distributor concerning the Products.
    3. Supply, at a reasonable price, any spare parts requested by the Distributor that are required to enable it to fulfil its repair and service obligations under this Agreement, subject to availability.
    4. Provide training, free of charge, to the Distributor on the installation of any of the Products which require expert installation.
    5. Offer training at a reasonable price to any third-party installers who are not distributors of the Products.

1. Prices and payment
   1. The prices to be paid by the Distributor to the Supplier for the Products are to be the Supplier's list prices as notified to the Distributor by the Supplier from time to time, subject to the discount rates set out in Schedule 9. The prices applicable as at the Commencement Date are set out in Schedule 5.
   2. The Supplier shall give the Distributor 28 days' notice in writing of any increase in the prices for the Products.
   3. Any and all expenses, costs and charges incurred by the Distributor in the performance of its obligations under this Agreement shall be paid by the Distributor, unless the Supplier has expressly agreed in advance in writing to pay such expenses, costs and charges.
   4. The Distributor shall pay the full amount invoiced to it by the Supplier in sterling (GBP) within 30 days of the date of invoice.
   5. As between the Supplier and the Distributor, the Distributor is solely responsible for the collection, remittance and payments of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease or other distribution of the Products.
2. VAT and taxes
   1. All sums payable under this Agreement, or otherwise payable by any party to any other party under this Agreement are exclusive of any VAT chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.
   2. Where, under this Agreement, any party makes a supply to any other party (**Recipient**) for VAT purposes and VAT is or becomes chargeable on that supply for which the supplying party is required to account to the relevant tax authority, the Recipient shall, subject to the receipt of a valid VAT invoice, pay the supplying party (in addition to, and at the same time as, any other consideration for that supply) the amount of such VAT.
   3. Where any party is required by this Agreement to reimburse or indemnify any other party for any cost or expense, that first party shall reimburse or indemnify the other party for the full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any relevant tax authority.
   4. All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Products shall be the responsibility of, and for the account of, the Distributor.
3. Returns
   1. Where a device appears to be faulty, the Distributor shall carry out an initial investigation in order to attempt to identify the fault. That investigation shall include liaison with the Supplier in order to ascertain whether a network or other error can be resolved remotely. Following that investigation, if the Distributor believes that the device is faulty and has not been damaged or misused by the customer or through installation errors, the Distributor shall return the unit to the Supplier and, if the customer so wishes, and subject to warranty conditions, shall install or arrange for installation of a replacement unit free of charge.
   2. On receipt of the returned unit, the Supplier shall carry out its own investigation, but shall immediately credit the Distributor with the price of the Product returned. If the Supplier confirms that the product is faulty, then the Supplier will pay the Distributor the sum of £45 GBP plus VAT in compensation for the removal of the faulty product and installation of the replacement.
4. Advertising and promotion
   1. The Distributor shall:
      1. display advertising materials and other signs which may be provided by the Supplier;
      2. observe all directions and instructions given to it by the Supplier for promotion and advertisement of the Products; and
      3. not make any written statement as to the quality or manufacture of the Products without the prior written approval of the Supplier.
   2. The Distributor shall ensure that any website that it uses for the sale of the Products complies with the quality standards and criteria that are set out in Schedule 7.
5. Trade Marks
   1. The Supplier grants to the Distributor the non-exclusive right, in the Territory, to use the Trade Marks in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this Agreement. The Distributor acknowledges and agrees that all rights in the Trade Marks shall remain in the Supplier, and that the Distributor has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.
   2. The Distributor shall market and sell the Products only under the Trade Marks, and not in association with any other trade mark, brand or trade name.
   3. The Distributor shall comply with all rules for the use of the Trade Marks issued by the Supplier (including those set out in any trade marks manual issued by the Supplier) and shall not, without the prior written consent of the Supplier:
      1. alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks;
      2. make any addition or modifications to the Products or to any advertising and promotional materials supplied by the Supplier; or
      3. alter, deface or remove any reference to the Trade Marks, any reference to the Supplier or any other name attached or affixed to the Products or their packaging or labelling.
   4. The Distributor shall not sub-license, assign, transfer, charge, or otherwise encumber the right to use, reference, or designate the Trade Marks to any other party, except as otherwise expressly permitted under this Agreement.
   5. The Distributor shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or reputation.
   6. The Distributor shall not, at any time during or within one year after termination of this Agreement, in connection with any business similar to that of the Supplier, adopt, use, obtain, register or try to register without the prior written consent of the Supplier a word or symbol or a combination of the two similar to the Trade Marks.
   7. The Distributor shall immediately on request enter into any further agreements with the Supplier, in a form satisfactory to the Supplier, necessary for the recording, registration or safeguarding of the Supplier's rights in the Trade Marks or the marketing of the Products under the Trade Marks.
   8. The Distributor shall promptly give notice to the Supplier in writing if it becomes aware of:
      1. any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Products within the Territory; or
      2. any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party.
   9. In respect of any matter that falls within clause 11.8(a):
      1. the Supplier shall in its absolute discretion, decide what action to take in respect of the matter (if any);
      2. the Supplier shall conduct and have sole control over any consequent action that it deems necessary and the Distributor shall on being so requested by the Supplier and at the Supplier's cost assist in taking all steps to defend the rights of the Supplier including the institution at the Supplier's cost of any actions which it may deem necessary to commence for the protection of any of its rights; and
      3. the Supplier shall pay all costs in relation to that action and shall be entitled to all damages and other sums that may be paid or awarded as a result of that action.
   10. In respect of any matter that falls within clause 11.8(b):
       1. the Supplier and the Distributor shall agree:
          1. what steps to take to prevent or terminate the infringement; and
          2. the proportions in which they shall share the cost of those steps and any damages and other sums that may be awarded to or against them; and
       2. failing agreement between the parties, either party may take any action as it considers necessary or appropriate, at its own expense, to defend the claim and shall be entitled to and responsible for all damages and other sums that may be recovered or awarded against it as a result of that action.]
   11. The Distributor shall not use the Trade Marks as part of the name under which the Distributor conducts its business, or any connected business, or under which it sells or services any products (except the Products), or in any other way, except as expressly permitted under this Agreement.
   12. Upon termination or expiry of this Agreement for any reason, the Distributor shall immediately stop using all or any part of the Trade Marks.
6. Compliance with laws and policies
   1. The Distributor shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
   2. The Distributor shall comply with the Mandatory Policies as the Supplier or the relevant industry body may update them from time to time.
7. Data protection
   1. The following definitions apply in this clause 13:

**Agreed Purposes:** Sale, installation and registration of the Products.

**Controller,:** processor, data subject, personal data, personal data breach, processing and appropriate technical and organisation measuresas set out in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications)]; [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party];

**Permitted Recipients:** the parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement.

**Shared Personal Data:** the personal data to be shared between the parties under this Agreement.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

* 1. This clause 13 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
  2. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall constitute a material breach for the purposes of clause (b).
  3. Each party shall:
     1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
     2. give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination or expiry of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
     3. process the Shared Personal Data only for the Agreed Purposes;
     4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
     5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
     6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
     7. not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that:
        1. the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or
        2. there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or
        3. the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or
        4. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
  4. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
     1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
     2. promptly inform the other party about the receipt of any data subject rights request;
     3. provide the other party with reasonable assistance in complying with any data subject access request;
     4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
     5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
     6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
     7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination or expiry of this Agreement unless required by law to store the Shared Personal Data;
     8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
     9. maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the other party or the other party's designated auditor; and
     10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
  5. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

1. Product liability insurance and product recalls
   1. During the Term, the Supplier shall maintain product liability insurance with a reputable insurer of no less than £1,000,000 (GBP) for any one occurrence and no less than £5,000,000 (GBP) in total in any one year for any and all liability (however arising) for a claim that the Products are faulty or defective. The Supplier shall provide a copy of the insurance policy to the Distributor on request.
   2. The Distributor undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products or batches of Products from the retail or wholesale markets. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number, fax number and email address).
   3. The Distributor shall, at the Supplier's cost, give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, Products from the retail or wholesale market.
2. Limitation of liability
   1. The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000 (GBP) per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Distributor is responsible for making its own arrangements for the insurance of any excess loss.
   2. The restrictions on liability in this clause 15 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
   3. The Supplier may not benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
   4. Nothing in the agreement shall limit the Supplier's liability under clause 13.6 of the agreement.
   5. Nothing in the agreement limits any liability which cannot legally be limited, including liability for:
      1. death or personal injury caused by negligence;
      2. fraud or fraudulent misrepresentation; and
      3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
   6. Subject to clause 15.3, clause 15.4 and clause 15.5, the Supplier's total liability to the Distributor:
      1. for damage to property caused by the negligence of its employees and agents in connection with this Agreement shall not exceed £1,000,000 (GBP) for any one event or series of connected events;
      2. for loss arising from the Supplier's failure to comply with its data protection obligations under clause 13 shall not exceed £1,000,000 (GBP); and
      3. for all other loss or damage which does not fall within subclause (a) or (b) shall not exceed £5,000,000 arising from breaches of duty occurring within any Year.
   7. The caps on the Supplier's liability shall be reduced by:
      1. payment of an uncapped liability;
      2. amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
   8. This clause 15.8 sets specific heads of excluded loss and exceptions from them:
      1. Subject to clause 15.3, clause 15.4 and clause 15.5, clause (c) identifies the kinds of loss that are not excluded. Subject to that, clause (b) excludes specified types of loss.
      2. The following types of loss are wholly excluded:
         1. loss of profits;
         2. loss of sales or business;
         3. loss of agreements or contracts;
         4. loss of anticipated savings;
         5. loss of use or corruption of software, data or information;
         6. loss of or damage to goodwill; and
         7. indirect or consequential loss.
      3. The following types of loss and specific losses are not excluded:
         1. sums paid by the Distributor to the Supplier pursuant to the agreement, in respect of any goods or services not provided in accordance with the agreement; and
         2. losses incurred by the Distributor arising out of or in connection with any third party claim against the Distributor which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Supplier's personnel, regulators and customers of the Distributor.
   9. Terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
   10. Unless the Distributor notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which Distributor ought reasonably to have become aware of [the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
3. Termination
   1. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
      1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
      2. the other party commits a material breach of this Agreement (other than failure to pay any amounts due under this Agreement) which breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
      3. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
      4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
      5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
      6. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
      7. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
      8. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company);
      9. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
      10. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
      11. the other party (being an individual) is the subject of a bankruptcy petition, application or order;
      12. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
      13. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (d) to clause (l) (inclusive);
      14. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
      15. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
      16. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation;
      17. there is a change of Control of the other party; or
      18. the other party purports to assign its rights or obligations under this Agreement (except in accordance with clause 22.
   2. For the purposes of clause (b), a **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Agreement over the Term or any 12 month period during the Term. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
4. Consequences of termination
   1. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
   2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
   3. On termination or expiry of this Agreement:
      1. the Distributor shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;
      2. the Supplier shall have the option to buy from the Distributor any stocks of the Products at the same price the Distributor paid for them. To exercise the option, the Supplier must give notice to the Distributor within seven days of termination or expiry of the agreement, stating the quantities of Products it wishes to buy. The Distributor shall deliver such Products to the Supplier within seven days of receiving the Supplier's notice, and the Supplier shall pay for the Products in full within 30 days of their delivery. The Distributor shall be responsible for the costs of packaging, insurance and carriage of the Products;
      3. if the Supplier chooses not to exercise its option to buy back the Products under clause (b), or purchases only part of the Distributor's stocks of Products, the Distributor may for a period of six months following termination or expiry of this Agreement, sell and distribute any stocks of the Products that it may have in store or under its control at the time. At the end of this period the Distributor shall promptly return all remaining stocks of the Products to the Supplier at the expense of the Distributor, or dispose of the stocks as the Supplier directs; and
      4. if the Supplier chooses to buy back the Products under clause (b), or when the Distributor has disposed of its remaining stocks of Products under clause (c), the Distributor shall at the Supplier's option promptly destroy or return all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers that relate to the Supplier's business that the Distributor may have in its possession or under its control (other than correspondence between the parties).
   4. The termination or expiry of this Agreement shall not of itself make the Supplier liable to pay any compensation to the Distributor, including compensation for loss of profits or goodwill.
   5. Subject to clause 17.3, all other rights and licences of the Distributor under this Agreement shall terminate on the date of termination or expiry of this Agreement.
   6. The Supplier may cancel any orders for Products placed by the Distributor before termination or expiry of this Agreement if delivery would fall due after termination or expiry, whether or not they have been accepted by the Supplier. The Supplier shall have no liability to the Distributor in respect of such cancelled orders.
5. Confidentiality
   1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 18.2.
   2. Each party may disclose the other party's confidential information:
      1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 18; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
6. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

1. Entire agreement
   1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
2. Variation

Except where the contrary is provided in any clause of this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. Assignment and other dealings
   1. The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Distributor.
   2. The Distributor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
2. Waiver
   1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
   2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
3. Severance
   1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
   2. If any provision or part-provision of this Agreement is deemed deleted under clause 24.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
4. Notices
   1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall, subject to clause 25.2, be:
      1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
      2. sent by fax to its main fax number or sent by email any address commonly used for communication between the parties.
   2. The addresses referred to in clause 25.1 may be amended from time to time on notice from one party to the other in relation to the address or addresses to be used in order to give notice to that party.
   3. Any notice shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left;
      2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
      3. if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (c), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
5. Third party rights
   1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
   2. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.
6. No partnership or agency
   1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
7. Counterparts
   1. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
   2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.
   3. No counterpart shall be effective until each party has provided to the other at least one executed counterpart.
8. Announcements

No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

1. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

1. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

1. Set-off

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1. Interest
   1. If a party fails to make a payment due to the other party under this Agreement by the due date, then, without limiting the other party's remedies under clause 16.1, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
   2. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
2. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**This agreement** has been entered into on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| Signed by  [NAME OF DIRECTOR]  for and on behalf of  Sentry Global Ltd |  | ....................  Director  ....................  Date |
|  |
| Signed by  [NAME OF DIRECTOR]  for and on behalf of  [NAME OF DISTRIBUTOR] |  | ....................  Director  ....................  Date |

1. - The Products

Note that products marked with an \* are products requiring expert installation.

[LIST PRODUCTS]

1. - The Territory

[LIST COUNTRIES OR AREAS COMPRISING THE TERRITORY]

1. - [Reserved Territories and Reserved Customers]
2. - The Trade Marks
   * 1. - Trade mark registrations

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Registration number | Country | Mark | Registration date | Class | Specification |
|  |  |  |  |  |  |

* + 1. - Trade mark applications

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Registration number | Country | Mark | Registration date | Class | Specification |
|  |  |  |  |  |  |

1. – Prices

Note that all prices are exclusive of VAT.

Prices are EXW (Incoterms 2020) the Supplier’s address.

1. - Supplier's Standard Supply Terms
2. - [Supplier's quality standards and criteria for internet sales]
3. - Mandatory Policies

* [Anti-bribery and Anti-corruption Policy].
* [Modern Slavery and Human Trafficking Policy].
* [Data and Privacy Policy].
* [Corporate and Social Responsibility Policy].
* [Ethics Policy].

1. - Price Discounts

The Distributor will be entitled to the following discounts on the Supplier’s Standard Price List.

For the purposes of these discount rates, the Relevant Period shall be the period from the Commencement Date to the end of the last calendar month prior to the purchase date in question except that, once the Commencement Date is more than 12 months in the past, the Relevant Period shall be the last 12 calendar months prior to the date of purchase of further Products.

|  |  |
| --- | --- |
| Average monthly turnover purchased from Supplier by Distributor in the Relevant Period | Discount Rate |
| £5,000 | 2.5% |
| £10,000 | 5.0% |
| £15,000 | 7.5% |
| £20,000 or more | 10% |