

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made theday of, 20..... **BETWEEN LIT FOODS NIGERIA LIMITED** of No 3, Azaka Street, Off Evbuomoma Road, Evbuobogun Quarters, Benin City, Edo State, hereinafter referred to As the “**SUPPLIER**” (which expression where the context so admits, shall include its successors-in-title AND, _____ of

_____ Hereinafter referred to as the “**DISTRIBUTOR**” (which expression where the context so admits, shall include its successors-in-title

WHEREAS

1. The Supplier is the producer of peanut burgers, known, patented and referred to as Chuckos Burgers, Coconut Burgers, Pepper Chi-Chin, Malted Chin-Chin and Coconut Chin-Chin etc (hereinafter referred to as the “Products”)
2. The Distributor desires to secure from the Supplier, and the Supplier is willing to grant to Distributor, the exclusive right to sell and distribute the Supplier’s Products in area ofState and adjoining cities.

NOW THEREFORE, it is mutually agreed as follows:

1. The Supplier hereby appoints the Distributor as its sole and exclusive distributor for the product in and throughout the aforementioned area above.
2. The Distributor shall open and operate a warehouse or storage facility fit and proper for the products. The products **MUST** not be kept in the same store house containing noxious, toxic, lethal, deleterious and effluent substances. For the avoidance doubt, these include but not limited to the following; diesel, petrol, kerosene, acid, engine oil, waste matter, water etc.
3. The Supplier shall maintain, or cause to be maintained, a sales representative for the distribution of products handled by the Distributor. The Distributor shall use its best efforts to promote the sale and distribution of Supplier’s Products.
4. The sales representative seconded to the Distributor shall not be entitled to collect more than five (5) bags of the Supplier’s products for sale and the proceeds of such sale must be remitted to the Distributor same day the product was collected.

5. The Distributor shall immediately (on the next day following) notify the Supplier of any Sales Representative that fails, refuses and/or neglects to remit the proceeds of sale to the Supplier for administrative action.
6. The Supplier shall not be liable to reimburse the Distributor for any unremitted proceed of sales from the Sales Representative if the Distributor fails to promptly notify the Supplier.
7. Supplier will not ship the products bearing the same or similar trademark, signature or identification anywhere on the package, to the exclusive areas covered by the Distributors except under the order or by the direction of Distributor. Supplier will refer to Distributor any and all orders or inquiries for the products that it may receive for shipment to the area covered by the Distributor, or orders which are intended for eventual shipment to the Distributor's exclusive zone. Shipment cost will be borne by the Supplier.
8. The Supplier will fulfill promptly and to the best of its ability all orders for the products received from the Distributor. The price to the Distributor shall be based on delivery to Distributor's warehouse. The Supplier and Distributor shall negotiate any price increases for the Products at least 60 days prior to the effective date of any such increase.
9. The Distributor and Supplier shall agree on an annual basis, or more frequently if required, as to the prices at which the Distributor shall sell the products to its customers. Supplier will furnish to the Distributor, promptly upon request, any and all authorizations that may be required by any governmental authority in connection with the sale and distribution of the products in the area of the Distributorship.
10. Supplier will, upon demand from the Distributor, promptly execute such documents and perform such acts as may be necessary so as to prevent any products labeled in imitation or simulation of the Products from being distributed in the Distributor's territory.
11. The term of this Agreement shall be for a period of.....years commencing on the.....day of....., 20..... and terminating on the.....day of.....and shall thereafter continue in effect unless either party shall notify the other of its intention to terminate this Agreement by giving at least 6 months written notice prior to any specified termination date.

12. This Agreement is the entire agreement between the parties and cannot be changed orally. Neither party has made any representations or promises to the other which are not expressed in this Agreement.
13. No waiver of a breach of the terms of this Agreement shall be effective unless made in writing, and no such waiver shall be deemed a waiver of any other existing or subsequent breach. No modification of this Agreement shall be of any effect unless set forth in writing.
14. If arbitration is required to enforce or to interpret a provision of this Agreement, or otherwise arises with respect to the subject matter of this Agreement, the prevailing party shall be entitled, in addition to, other rights and remedies that it may have, to reimbursement for its expenses incurred with respect to that action, including court costs and reasonable attorneys' fees at trial, on appeal etc
15. Supplier warrants, represents and agrees that all shipments of the products sold or shipped under this Agreement shall be of first quality, suitable for consumption and properly packaged.
16. Distributor agrees to comply with any and all laws, regulations and governmental orders of the area covered by it which may be applicable to the sale and distribution of the merchandise purchased by Distributor from Company. Distributor agrees to indemnify Company and hold it harmless from and against any and all claims, suits, proceedings, judgments, orders, fines or penalties arising in connection with the purchase and sale or distribution of Company's products in , except for such claims arising out of Company's sole negligent or intentional wrongful acts or omissions.
17. Except as set forth above, this Agreement may not be modified or amended, nor may any obligations hereunder be waived, except by written instrument signed by both parties.
18. The Distributor shall have no right, power or authority in any way to bind the Company to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.
19. Nothing contained in this Agreement shall be construed to make the Distributor the agent for the Company for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. The Distributor specifically agrees that it shall have no power or authority to represent the Company in any manner; that it will solicit orders for

products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent the Company in any manner and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

20. Indemnity. The Distributor agrees to hold the Company free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Distributor; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Distributor under this Agreement.
21. The entire Agreement between the Company and the Distributor covering the product is set forth herein and any amendment or modification shall be in writing and shall be executed by duly authorized representatives in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have caused their respective hands and seals to be affixed hereunto the day and year first above written.

THE COMMON SEAL OF THE WITHIN NAMED SUPPLIER (LIT FOODS NIGERIA LIMITED) IS HEREUNTO AFFIXED

IN THE PRESENCE OF:

DIRECTOR

SECRETARY

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED DISTRIBUTOR.....

IN THE PRESENCE OF:

SIGNATURE:.....

NAME:.....

ADDRESS:.....

OCCUPATION:.....