RESELLER AGREEMENT

[Note: This agreement has competition law consequences. Never fix or set a minimum resale price, and take advice before restricting where or to whom the reseller may sell, or if either party has a large share of its market. A restriction that is not allowed can make the agreement unenforceable and lead to fines.]

This agreement is dated [Effective date]. Agreement number: [Agreement number].

Parties

(1) [Your company name], a company registered in England and Wales with company number [Your company number], whose registered office is at [Your company address] (the "Company"); and

(2) [Other party name] of [Other party address] (the "Reseller").

Background

(A) The Company makes or supplies the following products: [Description] (the "Products").

(B) The Company wishes to appoint the Reseller as a non-exclusive reseller of the Products in the Territory, and the Reseller wishes to accept the appointment, on the terms of this agreement.

Agreed terms

1. Appointment

1.1 The Company appoints the Reseller as its non-exclusive authorised reseller of the Products in [Territory] (the "Territory"), and the Reseller accepts the appointment.

1.2 The Reseller buys the Products from the Company and resells them in its own name and for its own account. It is not the Company's agent and has no authority to make any contract or promise on the Company's behalf.

1.3 The Company may appoint other resellers in the Territory and may sell the Products there itself.

1.4 The Reseller will not actively seek customers for the Products in any territory, or among any group of customers, that the Company has reserved exclusively to itself or allocated exclusively to another reseller and has told the Reseller about in writing. The Reseller may sell anywhere else, and may respond to unsolicited orders from customers anywhere, including through its website.

[Note: Clause 1.4 restricts active sales only into territories or customer groups reserved exclusively to the Company or allocated exclusively to another reseller: that is the restriction article 8(5) of the Vertical Agreements Block Exemption Order 2022 allows, and a wider ban on selling outside the Territory, or any restriction on passive sales (customers who come to the Reseller unprompted, including online), is a hardcore restriction that takes the whole agreement out of the exemption. The exemption also needs each party's market share to be 30% or less, and the Order ceases to have effect on 1 June 2028. If you have not reserved any territories, delete clause 1.4. If you are appointing an exclusive reseller, take advice.]

2. Prices and resale prices

2.1 The Reseller will buy the Products at the Company's list price in force on the date of the order, less a discount of [Reseller discount (%)]%. Prices exclude VAT, which will be added at the rate in force, and, unless the Company's price list says otherwise, delivery charges.

2.2 The Company may change its list prices by giving the Reseller at least 30 days' written notice. Orders accepted before a change takes effect are supplied at the old price.

2.3 The Reseller is free to set its own resale prices. The Company may recommend a resale price or set a maximum resale price, but neither is binding, and the Company will not put pressure on the Reseller, or offer it incentives, to sell at any particular price.

3. Orders, delivery and payment

3.1 The Reseller will order Products in writing or through the Company's ordering system. An order is accepted only when the Company confirms it.

3.2 The Company will use reasonable endeavours to deliver accepted orders to the Reseller's address within the lead times it publishes. Risk passes to the Reseller on delivery, and ownership when the Company has been paid in full.

3.3 The Company will invoice on dispatch. The Reseller will pay each invoice within [Payment terms (days)] days of its date, without set-off or deduction.

3.4 If the Reseller pays late, the Company may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 and suspend deliveries until it is paid.

The Reseller will buy Products worth at least [Minimum purchases a year], excluding VAT, in each year of this agreement. If it does not, the Company may end this agreement on 30 days' written notice.

4. The Reseller's obligations

4.1 The Reseller will:

(a) use reasonable endeavours to promote and sell the Products in the Territory;

(b) describe the Products accurately and make no warranty or claim about them beyond what the Company has published;

(c) store and handle the Products as the Company reasonably instructs, and sell them in their original packaging with the Company's instructions, safety information and warranty details;

(d) comply with all laws that apply to its resale of the Products, including consumer protection, product safety and data protection law;

(e) give its customers the after-sales support the Company reasonably specifies, passing any warranty claim it cannot resolve to the Company; and

(f) tell the Company promptly of any complaint, safety concern, recall or infringement of the Company's rights that it learns of.

4.2 The Reseller is responsible to its own customers for the Products it sells, including for their statutory rights.

[Note: If the Reseller sells to consumers, it is responsible to them under the Consumer Rights Act 2015 for goods of satisfactory quality, fit for purpose and as described, and must give them the information and, for distance sales, the cancellation rights the

Consumer Contracts Regulations 2013 require. Clause 6 sets out what the Company will do for the Reseller in turn.]

5. Marketing and trade marks

5.1 The Company grants the Reseller a non-exclusive, non-transferable licence, for as long as this agreement lasts, to use the Company's trade marks and marketing materials in the Territory, only to promote and sell the Products and in line with the Company's brand guidelines.

5.2 The Reseller will not register or use any trade mark, business name or domain name that is the same as or confusingly similar to the Company's, and will not alter the Products, their packaging or labelling.

5.3 All intellectual property rights in the Products, the trade marks and the marketing materials remain with the Company.

6. Warranty

6.1 The Company warrants to the Reseller that the Products will, on delivery and for [Warranty (months)] months afterwards, conform with their specification and be free from material defects in materials and workmanship.

6.2 If a Product does not comply with clause 6.1 and the Reseller tells the Company in writing within the warranty period, the Company will at its option repair or replace it, or credit the price the Reseller paid for it. This does not apply to defects caused by misuse, accident, alteration, or failure to follow the Company's instructions.

6.3 Except as this agreement says, all warranties and conditions implied by law are excluded, so far as the law allows.

7. Liability

7.1 Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, for breach of the terms implied by section 12 of the Sale of Goods Act 1979, or for anything else the law does not allow to be limited.

7.2 Subject to clause 7.1, neither party is liable to the other for any loss of profit, revenue or goodwill, or any indirect or consequential loss.

7.3 Subject to clause 7.1, the Company's total liability under or in connection with this agreement in any year is limited to [Limit of liability].

7.4 The Reseller will indemnify the Company against claims by third parties arising from the Reseller's breach of clause 4 or 5, or from any statement or warranty the Reseller gives about the Products that the Company has not authorised.

8. Confidentiality and anti-bribery

8.1 Each party will keep the other's confidential information, including prices and discounts, confidential, and use it only for this agreement, except where disclosure is required by law or a regulator. This continues after this agreement ends.

8.2 Each party will comply with the Bribery Act 2010 and will not offer, give or accept any bribe in connection with this agreement.

9. Term and ending

9.1 This agreement starts on [Start date] and continues for [Term (months)] months. It then continues until either party ends it by giving at least [Notice period (days)] days' written notice, which may expire at the end of the initial term or at any time afterwards.

9.2 Either party may end this agreement at once by written notice if the other commits a material breach of it and, if the breach can be put right, fails to put it right within 30 days of being asked to; or becomes insolvent or stops trading.

9.3 When this agreement ends:

(a) the Reseller will stop presenting itself as an authorised reseller and stop using the Company's trade marks, except to sell off stock as clause 9.3(b) allows;

(b) the Reseller may sell its remaining stock of Products, in line with this agreement, for three months, unless the Company buys it back at the price the Reseller paid, as the Company may choose to do;

(c) the Reseller will pay all outstanding invoices, and orders not yet delivered will be cancelled unless the Company agrees otherwise; and

(d) clauses 6, 7, 8 and 9.3, and any others meant to continue, survive.

10. General

10.1 This agreement is the whole agreement between the parties about the resale of the Products. A change to it is valid only if it is in writing and signed by both parties.

10.2 Neither party may assign or transfer this agreement without the other's written consent, which will not be unreasonably withheld.

10.3 Neither party is liable for delay or failure caused by events beyond its reasonable control.

10.4 Only the parties may enforce this agreement. The Contracts (Rights of Third Parties) Act 1999 does not apply.

10.5 This agreement may be signed electronically and in counterparts.

10.6 This agreement and any dispute arising from it, including non-contractual disputes, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

[Note: If the Reseller is based in Scotland or Northern Ireland, you may prefer that jurisdiction's law and courts; change clause 10.6 to suit. If the Territory includes Northern Ireland or anywhere outside the UK, other competition and product rules may apply, so take advice.]

Signed by an authorised signatory for and on behalf of [Other party name]

Signature _____

Name _____

Position _____

Date _____

Signed by an authorised signatory for and on behalf of [Your company name]

Signature _____

Name _____

Position _____

Date _____

About this template

A starting point to adapt, not legal advice. The law differs between England and Wales, Scotland and Northern Ireland, and it changes: check this fits your situation, and take legal advice for anything significant. Replace each [placeholder] in violet, follow or delete each [Note], then delete this box. Last reviewed October 2026. Send it for signature with Sign2Approve: sign2approve.com/templates/reseller-agreement