



HEALTHY AIR
TECHNOLOGY



This distribution agreement is effective as of _____ as agreed to by Healthy Air Technology Nigeria Limited (The Company), a company operating under the laws of Nigeria and located at: 2A Raymond Njoku Street off Awolowo Road, Ikoyi Lagos.

[_____] (The Distributor), a company operating under the laws of Nigeria and located at: [_____]

The Company wished to market its products through the Distributor and agrees to the following conditions:

Relationship of Parties

1. The Distributor is an independent contractor and does not legally represent the Company for any purpose. As such, the Distributor has no exclusive rights to assume any warranty over the Company's employees.
2. The Distributor maintains full insurance under Nigerian Law and the Distributor will give the company sufficient proof of this insurance.
3. The Distributor accepts complete liability for contributions and taxes required under Nigerian law or other governing law.
4. This agreement does not create a partnership or joint venture between the Company and the Distributor

Sale of Products

The Distributor agrees to market the Company's products to the best of its abilities. It will continue to promote, advertise, and incentivize the sales of these products in good faith.

1. Both parties have consulted and agreed that if the Distributor's best efforts are taken, a minimum of the number of products will be purchased in the territory within the first year of the contract.
2. At the beginning of the year, the parties will consult again and agree to the sales targets for the upcoming year. If they cannot come to an agreement, the market potential from the previous year will apply.
3. The distributor shall not sell any product of the company at a price higher than the one indicated by the company from time to time.
4. The distributor shall be at liberty to appoint sub-dealers, salesmen, commission agents or other sales personnel on salary, commission or any other basis, so long as they function in accordance with the provisions of this agreement and do not do anything which is detrimental to the interest of the company, or the distributor and the collective interest of both.

Competing Products

The Distributor agrees not to distribute, market, or represent products in the territory which could be considered competing for products during the term of this contract.

Advertising

The Distributor is entitled to advertise or present itself as an authorized Distributor of the products. During the contract, the Distributor will use Trademarks in all advertising and any other instances when the Distributor is marketing the sale of the products.

1. The Distributor will share examples of advertising efforts and promotional materials for the Company to approve. The Distributor agrees not to use promotional materials without receiving prior consent from the Company.
2. Per this agreement, the Distributor will not have any right, title, or interest in the Company's trademarks.

Confidentiality

The Distributor acknowledges that all technical data, plans, and instructions related to the Products are confidential information, considered trade secrets, and are owned by the Company and its partners.

These items shall always be kept confidential by the Distributor and will not:

1. Be disclosed to any person or corporation outside of the salaried employees of the Distributor who are required to use such items.
2. Be disclosed to any person or corporation used by the Distributor, its employees, or its agents following the termination of this agreement. The Company will require all employees to sign a non-disclosure agreement outlining this agreement further.

Terms of Purchase

1. The Distributor will purchase its requirements for the Company's products. These requirements include purchasing and maintaining an inventory of all products. This will allow the Distributor to fulfil its obligations accordingly.
2. Every order for products submitted by the Distributor will be subject to written acceptance by the Company. The Company may accept or reject any product order without giving the reason for this decision.

Cancellation of Orders

All cancelled orders must be submitted and confirmed in writing. If the Distributor cancels an order and it is accepted by the Company, the Company will reimburse the Distributor for all costs incurred during the order.

Inspection and Acceptance

The Distributor will examine all shipped products to determine whether the order is correct. If any items are in short supply or damaged, the Distributor has 11 days to notify the Company in writing.

Within 10 days after the notice, the Company will investigate these claims and report its findings. If the Company determines items were in short supply or damaged, it will deliver these items to the Distributor.

The Payment Terms

Upon acceptance of the order, the Company will submit the invoice for these products. The Distributor will pay each invoice with 10 days of the invoicing date. The payments will be made into an agreed-upon account.

Upon completion, this Agreement is executed as of : DD / MM / YYYY

For: Healthy Air Technology Nigeria

Name:

Designation:

Signature:

Date:

For: [Client Company]

Name:

Designation:

Signature:

Date:

Requirements For A Distributor Dealer – (Business within a Region)

1. Be a registered Nigerian company. Private Limited Company (LTD), Public Limited Company (PLC) or Company Limited by Guarantee (GTE)
2. Must be in good standing and up to date with its tax records
3. Have functional insurance cover for products sold by it
4. Have an outlet or showroom for product display and customer relations
5. Have access to credit facilities and support from its bankers
6. Be able to purchase a minimum of N100,000,000 worth of products annually
7. Submit a request for distributorship proposal

Requirements For A Distributor Sub-Dealer (Business only within its State)

1. Be a registered Nigerian company. Private Limited Company (LTD), Public Limited Company (PLC) or Company Limited by Guarantee (GTE)
2. Must be in good standing and up to date with its tax records
3. Have functional insurance cover for products sold by it
4. Have an outlet or showroom for product display and customer relations
5. Have access to credit facilities and support from its bankers
6. Be able to purchase a minimum of N50,000,000 worth of products annually
7. Submit a request for distributorship proposal.