

RETAILER AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

This Retailer Agreement ('Agreement') is entered into by and between:

Company Name: _____
Registered Address: _____
Contact Person: _____
Telephone / Email: _____

RECITALS:

WHEREAS, the Supplier is engaged in the business of manufacturing and/or distributing the products listed herein; and
WHEREAS, the Retailer desires to purchase and resell said products under the terms set forth in this Agreement.

1. Appointment

Supplier hereby appoints Retailer as a non-exclusive authorized retailer of the products listed in Schedule A attached hereto ('Products') within the territory defined in Schedule B, and Retailer accepts such appointment subject to the terms and conditions of this Agreement.

2. Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party pursuant to the provisions of this Agreement.

3. Retailer's Obligations

Retailer agrees to promote, market, and sell the Products diligently and in compliance with all applicable laws and regulations. Retailer shall maintain sufficient inventory and provide prompt payment to Supplier as specified herein.

4. Pricing and Payment

Supplier shall provide Retailer with a price list for the Products, which may be amended upon thirty (30) days prior written notice. Retailer shall pay for Products according to the payment terms specified on each invoice. Late payments shall accrue interest at 1.5% per month.

5. Delivery and Risk of Loss

Products shall be delivered FOB Supplier's warehouse. Risk of loss and title shall pass to Retailer upon delivery to the carrier. Retailer shall be responsible for all shipping and insurance costs unless otherwise agreed in writing.

6. Intellectual Property

Retailer acknowledges Supplier's ownership of all trademarks, trade names, logos, and copyrights ('IP'). Retailer shall use the IP only as permitted under this Agreement and shall not infringe upon Supplier's rights.

7. Confidentiality

Both parties agree to maintain confidential all non-public information received in connection with this Agreement and to use such information solely for the performance of their obligations hereunder.

8. Termination

Either party may terminate this Agreement for cause upon written notice if the other party breaches any material term and fails to cure within thirty (30) days after receipt of notice. Termination without cause requires sixty (60) days prior written notice.

9. Warranties and Disclaimers

Supplier warrants that the Products conform to specifications and are free from defects at delivery. Supplier DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification

Retailer shall indemnify, defend, and hold harmless Supplier from any claims, damages, or liabilities arising from Retailer's sale or marketing of the Products, except to the extent caused by Supplier's negligence or willful misconduct.

11. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT.

12. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

13. Notices

All notices required or permitted hereunder shall be in writing and delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or email with confirmation of transmission, to the addresses set forth herein or such other address as either party may designate by notice.

14. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond reasonable control, including but

not limited to acts of God, war, terrorism, governmental actions, labor disputes, and natural disasters.

15. Entire Agreement

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

16. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

17. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

18. Waiver

Failure or delay by either party to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision.

19. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Electronic signatures shall be deemed valid and binding as original signatures.

SUPPLIER'S SIGNATURE

RETAILER'S SIGNATURE

Signature: _____

Signature: _____

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