

Merchandise Supply Contract

This Merchandise Supply Contract ("Contract") is made and entered into as of _____, by and between:

• **Supplier:** _____, with office at _____

• **Retailer:** _____, with office at _____

1. Subject of the Contract

The Supplier agrees to supply, and the Retailer agrees to purchase, merchandise as described in **Annex A** ("Goods") on the terms and conditions set forth herein.

2. Order and Delivery

- Retailer will submit purchase orders specifying quantities, descriptions, and delivery dates.
- Supplier shall deliver Goods to the Retailer's designated location(s) as stated in the orders.
- Time for delivery is of the essence.

3. Price and Payment

- Prices for Goods are specified in **Annex B**.
- Invoices are payable within 30 days from the invoice date unless otherwise agreed in writing.

4. Quality and Inspection

- All Goods must comply with specifications detailed in **Annex A**.
- Retailer has the right to inspect Goods upon delivery and to reject non-conforming Goods.

5. Warranties

The Supplier warrants that the Goods are free from defects in material and workmanship and comply with applicable laws.

6. Term and Termination

- This Contract commences on the date above and continues until terminated by either party with 30 days' written notice.
- Either party may terminate for material breach if not cured within 15 days of notice.

7. Miscellaneous

- This Contract shall be governed by the laws of _____.
- Entire agreement; no oral modifications effective unless in writing signed by both parties.

Supplier:

Date: _____

Retailer:

Date: _____