

# Retail Chain Supplier Contract

This Retail Chain Supplier Contract ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") between:

1. **Retail Chain:** \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Retailer")
2. **Supplier:** \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Supplier")

## 1. Products and Orders

Supplier agrees to supply, and Retailer agrees to purchase, the following products:

- Product Name/Description: \_\_\_\_\_
- SKU/Catalog Number: \_\_\_\_\_
- Quantity: \_\_\_\_\_

Orders will be placed by Retailer via written purchase orders. Supplier shall confirm acceptance within 3 business days.

## 2. Pricing and Payment

1. Prices shall be as set forth in Appendix A or as mutually agreed in writing.
2. Invoices are payable within \_\_\_\_\_ days of delivery and acceptance of products.
3. All prices are exclusive of taxes unless otherwise stated.

## 3. Delivery

1. Delivery Address: \_\_\_\_\_
2. Delivery shall be made DDP (Delivered Duty Paid) unless otherwise agreed.
3. Title and risk of loss pass to Retailer upon delivery and receipt.

## 4. Quality and Inspection

1. All products must meet Retailer specifications and quality standards.
2. Retailer reserves the right to inspect products upon delivery and reject non-conforming goods.

## 5. Warranties

Supplier warrants that all delivered products:

- Are free from defects in materials and workmanship.
- Comply with applicable laws and regulations.
- Are fit for their intended purpose.

## 6. Term and Termination

1. This Agreement is effective from the Effective Date and remains in force for \_\_\_\_\_ years unless terminated earlier.
2. Either party may terminate with \_\_\_\_\_ days' written notice for convenience or upon material breach.

## **7. Confidentiality**

Both parties agree to maintain confidentiality of proprietary and trade secret information received during the course of this Agreement.

## **8. Miscellaneous**

1. This Agreement constitutes the entire understanding between the parties and supersedes prior agreements.
2. No amendment shall be valid unless in writing and signed by both parties.
3. This Agreement is governed by the laws of \_\_\_\_\_.

## **Signatures**

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Retailer Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Supplier Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_