

# Retail Supplier Agreement

This Retail Supplier Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date"), by and between:

- **Retailer:** \_\_\_\_\_  
Address: \_\_\_\_\_
- **Supplier:** \_\_\_\_\_  
Address: \_\_\_\_\_

## 1. Products

The Supplier agrees to supply, and the Retailer agrees to purchase the following products ("Products"):

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## 2. Pricing & Payment Terms

Prices for the Products shall be as set forth in Exhibit A attached hereto. Payment shall be made within \_\_\_\_\_ days after the date of invoice.

## 3. Delivery & Acceptance

The Supplier shall deliver the Products to the location(s) specified by the Retailer. Risk of loss passes to the Retailer upon delivery. The Retailer will inspect and accept or reject the Products within \_\_\_\_\_ days of delivery.

## 4. Term & Termination

This Agreement shall commence on the Effective Date and remain in effect for a period of \_\_\_\_\_ years/months, unless terminated earlier in accordance with this Agreement.

## 5. Warranties

The Supplier warrants that the Products will be free from defects in materials and workmanship for a period of \_\_\_\_\_ months from delivery.

## 6. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary information exchanged under this Agreement.

## 7. Governing Law

This Agreement shall be governed by and construed under the laws of the state of \_\_\_\_\_.

## 8. Miscellaneous

1. Any amendments must be in writing and signed by both parties.

2. This Agreement constitutes the entire understanding between the parties.
3. If any provision is held invalid, the remainder will remain in effect.

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Authorized Signature (Retailer)

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

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Authorized Signature (Supplier)

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