

IN-MADagt08

Sale or return, retailer carries stock and pays as sold

Dated: [Date]

Retailer: [Name]

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Schedules [\[all schedules to be named when you have decided](#)

]

This agreement is dated: [date]
The Supplier is: [Supplier's name] ("the Supplier")
The Supplier's address or registered office is: [Supplier's address]
The Retailer is: [Retailer's name] ("the Retailer")
The Retailer's address or registered office is: [Retailer's address]

The contract terms are:

1. Definitions

These definitions apply unless the context indicates otherwise:

"Customer" means a person who buys a

"Intellectual Property" means intellectual property owned by the Supplier, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, registered designs, copyright, database rights, sui generis rights in confidential information, and any other intellectual property rights, whether or not they are registered or otherwise enforceable by law.

"Location" means the [shop / estate of shops / shows / events / locations / arenas] owned or managed by the

"Products" means any one or more item or type of product which the Supplier offers for sale through the Retailer and

OR

"Products" means the products specified in Schedule [Number]

OR

“Products” means [define the products]

2. Basis of agreement

2.1 This agreement contains the entire agreement between the parties.
Each party

2.2 All conditions, warranties and other terms implied

2.3 The Retailer is a

3. Appointment of Retailer

3.1 The Retailer now agrees to use

3.2 The Retailer agrees that he

3.3 The Supplier now authorises the

3.4 The Retailer will not be involved

3.5 The Retailer will pay all expenses incurred by him in
:

4. Ordering, delivery and stock management

4.1 The Supplier and []:
]:

4.1.1 which Products will be marketed by the Retailer;

4.1.2 what quantity of each Products

;

4.1.3 what minimum space at each

;

4.1.4 the method of

4.2 The Retailer will store all the Products at his

4.3 The Retailer is

4.4 The Supplier and/or his authorised representative has the right

4.5 The Supplier remains at all times and in

4.6 So far as the

4.6.1 insure them against usual risks in its full

4.6.2 store, manage and care for

4.6.3 not modify a Product in any way;

4.6.4 not interfere

4.6.5 keep it separate from

5. Price

5.1 The Price of the Products shall be

OR

5.2 The Retailer may sell the Products at prices he

[].

AND

5.3 Once agreed, the Price for the []

5.4 The Supplier may increase the Prices at any time upon giving [12] weeks

OR

5.5 In order to give effect to any

6. Retailer's negative obligations

The Retailer agrees

:

6.1 sell any other

;

6.2 make or give any promise, warranty,

;

6.3 use any advertising

;

6.4 But the Retailer shall not be liable

7. Retailer's positive obligations

The Retailer agrees that

:

7.1 store the Products:

7.1.1 [no higher than six units high;

7.1.2 with no

;

7.1.3 At a temperature / [];

7.1.4 Out of contact

]

7.2 sell the Products only subject to the Supplier's standard terms and conditions and the Retailer shall,

,

;

7.3 record every sale through bar-code recognition software and report [.../

[]];

7.4 co-operate with the

;

7.5 immediately inform the

;

7.6 use only advertising and promotional

;

7.7 comply with all legal requirements

.

8. Marketing reports

The Retailer :

8.1 maintain full and accurate records of:

8.1.1 stock in hand;

8.1.2 sales, by Location,
[12] .

9. Payment procedure

9.1 The Retailer shall pay the Supplier by [] [10th]

9.2 Payments shall :

9.2.1 Goods returned or

9.2.2 Any other reason resulting ,

9.3 All sums payable under this agreement are exclusive of any goods ,

9.4 If either party fails to pay any money due to the other party ,

[6]

10. Products not as ordered

10.1 The Supplier will ensure that every Products:

10.1.1 complies with its description; and

10.1.2 is of .

10.2 Immediately upon taking delivery of any Products, the Retailer shall

10.3 If the Retailer finds any defect in the quality or quantity of the Products, he must immediately inform

7]

10.4

11. Liability for defects identified after sale

11.1

11.2

&

11.2.1

12]

11.2.2

11.2.3

OR

11.3

11.4

,

OR

11.5

,

12. Risk and retention of title

12.1

12.2

()

12.3

,

12.4

13. Intellectual Property

13.1

:

13.1.1 [] / [] / : [] / []

13.1.2 to advertise the Products;

13.1.3 in email messages relating to sales and invoicing

13.1.4 [\[more\]](#)

13.2

. [] .

13.3 The Retailer agrees that he will:

13.3.1

;

13.3.2

;

13.3.3

;

13.3.4

[

]

[

]

14. Indemnities

14.1

“ ” ,

, ,

.

14.2

-

:

14.2.1 the use of any Products;

14.2.2

,

;

14.2.3

;

14.3

14.4

15. Assignment

16. Termination

16.1

16.2

16.3

16.4

16.5

17. Consequences of termination

17.1

;

17.2

, []

17.3

18. Miscellaneous matters

18.1

,

18.2

18.3

18.4

,

18.5

It shall be deemed to have been delivered:

;

72

;

24 ;

-

- : 24

-

. [

-

.

,

]

18.6

,

.

18.7

.

18.8

,

.

Signed by [personal name], duly authorised for the Supplier:

Witness to signature:

Name:

Address

Signed by [personal name], duly authorised for the Retailer:

Witness to signature:

Name:

Address

Explanatory notes:

Sale or return, retailer carries stock and pays as sold

Drafting notes following the numbered paragraphs

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. By all means use the search/replace function in your word processor

We use	You decide to change to
Retailer	Show Organiser / Event Manager / co name
Products	Super Sandwich / Gifts4U / SmellRoses
Supplier	Superfactors / Jane Smith Ltd

But if you do change the defined word, **make sure it applies to every use**

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. Basis of agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If

The last sub-paragraph uses the phrase “bailee in possession”. Use of those words may be important to differentiate the relationship from agency. You

3. Appointment of Retailer

Agree all aspects of the structure in order to avoid future problems. It is not essential to specify the duties of

4. Ordering, delivery and stock management

These provisions allow for you to take charge and specify what you want,

5. Price

You may not lawfully fix retail prices, as you know. The purpose of making this clear is to protect you against an accusation that

6. Retailer's negative obligations

We have given you a menu of items here and in

7. Retailer's positive obligations

See last paragraph.

We have provided for you to insert the appropriate way to record sales. If you and

8. Marketing reports

You could join these provisions to the last paragraph. We have presented it separately to emphasize its importance. You probably need sales

9. Payment procedure

A clear and basic

10. Products not as ordered

We have provided suggestions. This paragraph should mirror your terms and conditions with end customers. What you

11. Liability for defects identified after sale

You have to tie together the returns procedure you have

:

12. Risk and retention of title

We have made

:

12.1. The concept and use of a provision for retention of title is helpful in only one situation.

12.2. The only truly

13. Intellectual Property

Few business managers appreciate just how much IP is owned by

14. Indemnities

This is not a cross indemnity

15. Assignment

Give careful thought to this.

16. Termination

We offer alternatives. The termination notice

17. Consequences of termination

We have no comment. Edit as required. In particular,

!

18. **Miscellaneous matters**

A number of special points. We have identified each of these as

Schedules

We are unable to help you with suggestions for content because

End of Notes