

UK-MADagt08

Sale or return agreement: retailer carries stock

Dated: [\[Date\]](#)

Retailer: [\[Name\]](#)

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“Products” means [describe the products offered] and includes all display and [redacted]
[redacted].

“Products” means [describe the products offered] and includes all display and [redacted]
[redacted].

2. Basis of agreement

- 2.1. This agreement contains the entire agreement between the parties.
Each party acknowledges that, in entering into this agreement, he does
not rely on ■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .
- 2.2. All conditions, warranties and other terms implied by the law of any
country are hereby excluded ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ .
- 2.3. The Retailer is a bailee in possession and not ■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■ .

3. Appointment of Retailer

- [illegible]

4. Ordering, delivery and stock management

- 4.1. The Supplier and the Retailer have agreed and ■■■■ [■■■■ 2]:
- 4.1.1 which Products will be marketed by the Retailer:

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5. Price

[illegible]

OR

5.2. The Retailer may sell the Products at prices he \dots
 \dots
 $\dots [\dots 3]$.

AND

5.3. Once agreed, the Price for the []
[]] []
[].

[illegible]

OR

[illegible]

6. Retailer's negative obligations

[illegible][illegible][illegible][illegible]

OR

11.5. If the Supplier agrees that he is liable, he

12. Risk and retention of title

12.1. The Retailer shall hold the Products on a .
.
.

[illegible]

12.3. The Retailer must keep the Products insured to _____
 _____ ' _____ - _____
 _____ .

[illegible]

13. Intellectual Property

[illegible]

13.1.1 to display [name of [name] / trademark and / or ■■■■■■■■■■
■■■■■■■■■]■■■■■:[■■■■■■■■■,■■■■■■■■■.
■■■■■■■■■/■■■■■■■■■[■■■■■■■■■]/
■■■■■■■■■].

13.1.2 to advertise the Products:

13.1.3 in email messages relating to sales and invoicing

13.1.4 [\[more\]](#).

13.2. Each use of any Intellectual Property of the Supplier ■■■■■■■■■■
 ■■■■■■■■■■. [■■■■
 ■■■■■■■■■■].

13.3. The Retailer agrees that he will:

[illegible][illegible][illegible]

```
13.3.4 not use [the Trade Name] ■■■■■■■■■■  
      ■■■■■■■■■■[■■■■■■■■■]■■■■■■■■■;
```

14. Indemnities

[illegible][illegible]

14.2.1 the use of any Products;

[illegible][illegible][illegible]

14.3. The Retailer shall indemnify the Supplier throughout the term against any loss, damage or

if delivered ■■■■■■■■■■ : ■■■■■■■■■■ ■■■■
■■■ ;

if sent by post ■■■■■■■■■■ : ■■■■ 72 ■■■■
■■■■■■■■■ ;

If sent by e-mail to the address from which the receiving party
has last sent e-mail: ■■■■ 24 ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■ - ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
■■■■■ . [■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■ - ■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■ , ■■■■
■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
■■■■■■■■■].

19.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / [REDACTED] ([REDACTED]) ([REDACTED]) 2017 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

19.8. The validity, construction and performance of this agreement shall be governed by [] / /]

Address: [Address]

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

Witness to signature: [Signature]

name: [Name]

Address: [Address]

Schedule 1: Products

Schedule 2: Stock management

Schedule 3: Prices

Schedule 4: Sales records

1. Definitions

"Law Enforcement Directive"

() 2016 / 680

27

2016

$$(\quad \quad \quad \quad \quad \quad \quad \quad);$$
[illegible]

3.3. \dots
 \dots
 \dots , \dots
 \dots
 \dots
 \dots ;

3.4.

[REDACTED]

[REDACTED], [REDACTED]

[REDACTED] - [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]. [REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

[REDACTED].

[illegible][illegible][illegible][illegible]

3.7.2.

4. Post termination

[illegible]

4.1.3. \dots
 \dots
 \dots ;

4.1.4. ■■■■■■■■ 14 ■■■■■■■■
 ■■■■■■■■
 ■■.

[illegible]

5. Warranty and acceptance of liability

5.2.

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Appendix 1 to Schedule 5

Data Processing Activities

What either party may process in each category

[illegible]

1.1. Name

1.2. Address

1.3. Email address

1.4. Telephone number

[illegible]

1.6.

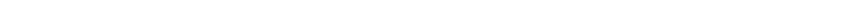
[illegible]

2. Processing the data of these data subjects

[illegible]

3. 

3.1. 

3.2. 

4. Retention period

4.1.1. for accounting and taxation purposes;

4.1.2. 

4.1.3. ;

[illegible]

.....
 ,

Explanatory notes:

Sale or return agreement: retailer carries stock

Paragraph specific notes

1. Definitions

[illegible]

We use	You decide to change to
Retailer	Show Organiser / Event Manager / co name
Products	Super Sandwich / Gifts4U / Smell Roses
Supplier	Super factors / 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

[illegible]

The last sub-paragraph uses the phrase “bailee in possession”. Use of those words may be important to differentiate the relationship from agency. You do not want your counter party to be an agent because that relationship would enable

3. Appointment of Retailer

[illegible]

4. Ordering, delivery and stock management

[illegible]

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

[illegible]

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

