

WHOLESALE AGREEMENT

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This Wholesale Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SUPPLIER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SUPPLIER ADDRESS] ("**Supplier**"); and

[BUYER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [BUYER ADDRESS] ("**Buyer**").

Supplier and Buyer are each a "**Party**" and together the "**Parties**."

Recitals. Supplier manufactures or supplies the products described below and Buyer wishes to purchase those products at wholesale prices for resale to its own customers. The Parties wish to record the terms on which Supplier will sell and Buyer will purchase those products. In consideration of the mutual promises below, the Parties agree as follows.

1. Products and Orders

1.1 Products. Supplier will sell to Buyer the products described in [EXHIBIT A / "the product schedule below"], as updated from time to time by Supplier on reasonable written notice (the "**Products**").

1.2 Wholesale relationship. Buyer purchases the Products at wholesale for resale and not for its own end use, except as the Parties otherwise agree in writing. This Agreement does not grant Buyer any exclusive territory or any exclusive right to sell the Products unless stated in Section 1.6.

1.3 Purchase orders. Buyer will order Products by submitting written purchase orders that state the Products, quantities, requested delivery dates, and ship-to locations. A purchase order becomes binding when Supplier accepts it in writing or ships against it.

1.4 Conflicting terms. This Agreement governs all purchases of the Products. Any conflicting or additional terms in a purchase order, acknowledgment, or invoice are rejected and have no effect unless both Parties sign a writing agreeing to them.

1.5 Minimum orders. The minimum order quantity or value is [AMOUNT / "None"] per order. Any minimum annual purchase commitment is stated in [EXHIBIT A / "None"].

1.6 Exclusivity (optional). [OPTIONAL: If the Parties agree on exclusivity, describe the exclusive territory, product line, or channel here, and the conditions for keeping it. Otherwise state "None."]

2. Pricing and Payment

2.1 Wholesale prices. The wholesale prices for the Products are set out in [EXHIBIT A]. Prices are stated in [CURRENCY] and are exclusive of taxes, shipping, and duties unless stated otherwise.

2.2 Price changes. Supplier may change wholesale prices on [NUMBER, e.g. 30] days' prior written notice. A price change does not apply to purchase orders already accepted before the change takes effect.

2.3 Invoicing and terms. Supplier will invoice Buyer on shipment. Buyer will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date, in [CURRENCY], by [METHOD].

2.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, from the due date until paid. Supplier may suspend shipments or require prepayment if undisputed invoices remain unpaid past their due date.

2.5 Taxes. Buyer is responsible for all sales, use, excise, and similar taxes on the Products, except taxes based on Supplier's net income. Buyer will provide a valid resale or exemption certificate where applicable.

2.6 Disputed amounts. Buyer will pay all undisputed amounts on time and will notify Supplier in writing of any disputed amount within [NUMBER] days of the invoice date, describing the basis for the dispute.

3. Shipping, Delivery, and Title

3.1 Shipping terms. Unless a purchase order states otherwise, Products are shipped [FOB / EXW / DDP — specify shipping point or named place]. Title and risk of loss pass to Buyer in accordance with the stated shipping term.

3.2 Delivery dates. Delivery dates are estimates. Supplier will use commercially reasonable efforts to meet requested dates but is not liable for reasonable delays outside its control, provided it gives prompt notice.

3.3 Inspection and acceptance. Buyer will inspect Products within [NUMBER, e.g. 10] days of delivery and may reject non-conforming Products by written notice within that period. Products not rejected within that period are deemed accepted.

3.4 Shortages and damage. Buyer will note any visible shortage or shipping damage on the carrier's delivery record and notify Supplier within [NUMBER] days so Supplier can investigate and, where it agrees the claim is valid, replace or credit the affected Products.

4. Resale, Branding, and Conduct

4.1 Resale. Buyer may resell the Products through its ordinary channels. Buyer will resell only genuine, unaltered Products and will not repackage, relabel, or misrepresent them without Supplier's prior written consent.

4.2 Trademarks. Supplier grants Buyer a limited, non-exclusive, non-transferable license to use Supplier's names, logos, and Product images solely to market and resell the Products, following Supplier's reasonable brand guidelines. Buyer acquires no other rights in Supplier's intellectual property.

4.3 Compliance. Buyer will market and resell the Products in compliance with applicable law, including labeling, advertising, and consumer-protection rules, and will not make claims about the Products beyond those Supplier authorizes.

4.4 Pricing independence. Buyer sets its own resale prices. Nothing in this Agreement requires Buyer to resell at any particular price, except as the Parties may separately and lawfully agree.

5. Warranties

5.1 Product warranty. Supplier warrants that the Products will, at delivery, (a) conform to Supplier's published specifications and (b) be free from material defects in materials and workmanship for [WARRANTY PERIOD].

5.2 Remedy. For a valid warranty claim, Supplier will, at its option, replace or credit the non-conforming Products. This is Buyer's exclusive remedy for defective Products.

5.3 Disclaimer. Except for the express warranties in this Section, Supplier disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, to the fullest extent permitted by applicable law.

5.4 Pass-through. Buyer will not extend any warranty on the Products to its customers beyond the warranty Supplier provides, and Buyer is solely responsible for any additional warranty it chooses to offer.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for **[INITIAL TERM]**, then renews for successive **[RENEWAL PERIOD]** terms unless either Party gives written notice of non-renewal at least **[NUMBER]** days before the end of the then-current term.

6.2 Termination for convenience. Either Party may terminate this Agreement for convenience on **[NUMBER, e.g. 60]** days' prior written notice.

6.3 Termination for cause. Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 15]** days after written notice, or becomes insolvent or subject to bankruptcy proceedings.

6.4 Effect of termination. On termination, Supplier will fulfill accepted orders unless the Parties agree otherwise, Buyer will pay all amounts owed, and Buyer may sell off remaining inventory for **[NUMBER]** days unless terminated for cause based on Product safety or counterfeiting.

7. Limitation of Liability

7.1 Exclusion of indirect damages. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, even if advised of the possibility, except for breach of confidentiality or a Party's indemnification obligations.

7.2 Liability cap. Except for the excluded matters in Section 7.3, each Party's total aggregate liability under this Agreement will not exceed the total amounts paid or payable by Buyer in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

7.3 Exclusions from the cap. The limitations do not apply to a Party's indemnification obligations, a Party's gross negligence or willful misconduct, or amounts owed for Products delivered.

8. Indemnification

8.1 By Supplier. Supplier will defend and indemnify Buyer against third-party claims that a Product, as supplied, infringes a third party's intellectual property rights or causes injury due to a manufacturing defect, subject to Section 7.

8.2 By Buyer. Buyer will defend and indemnify Supplier against third-party claims arising from Buyer's marketing, storage, handling, or resale of the Products in breach of this Agreement or applicable law, subject to Section 7.

8.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or franchise relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.6 **Entire agreement; amendment.** This Agreement, with its exhibits and accepted purchase orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SUPPLIER	BUYER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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