

This Agreement states the terms and conditions that govern the agreement between \_\_\_\_\_ (the "Supplier") located at \_\_\_\_\_ and **MARJOSE ENTERPRISE**, located at **Unit 102 Jar Apartment, #19 Maganda St. Riverside II Subdivision, Brgy. Sto. Domingo, Cainta Rizal 1900** who agree to be bound by this Agreement from this day \_\_\_\_\_ until both agree to terminate this agreement.

#### **RECITALS**

The Supplier owns the right and title to the items supplied to **MARJOSE ENTERPRISE** and **MARJOSE ENTERPRISE** has agreed to undertake the marketing of the Supplier's merchandise on the terms set forth in this agreement.

#### **RIGHT TO SELL**

The Supplier hereby grants **MARJOSE ENTERPRISE** the right to display and sell the items according to the terms and conditions of this Agreement.

#### **MINIMUM PRICE**

In the event **MARJOSE ENTERPRISE** sells the items for less than the price established by the supplier, the supplier shall be entitled to the same payment as he/she initially declared the item.

The lowest possible price of the product should be given to **MARJOSE ENTERPRISE** so it may sell the Supplier's items in a marketable price. **MARJOSE ENTERPRISE** will increase the supplier's product price by a minimum of **30% or higher** to factor in **MARJOSE ENTERPRISE's** profit plus pick up, storage, handling and shipping costs.

#### **SHIPPING OF ITEMS**

**Direct Pick Up (Metro Manila and Certain Rizal areas (Cainta, Taytay, Antipolo, Angono, San Mateo for now)** – The Supplier maintains possession of the product/s and is notified (call, sms, email) by **MARJOSE ENTERPRISE** when an order is received and when it will be picked up by the courier. The Supplier prepares the product and **MARJOSE ENTERPRISE** sends a courier service to pick up the packaged item from the Supplier's address and completes the shipping.

**Drop Shipping (Certain Rizal areas (Cainta, Taytay, Antipolo, Angono, San Mateo for now)** - The Supplier maintains possession of the products and is notified (call, sms, email) by **MARJOSE ENTERPRISE** when an order is received. The Supplier packages the product and drops it at the address stated by **MARJOSE ENTERPRISE**. **MARJOSE ENTERPRISE** completes the shipping via partner courier services.

**Outside Metro Manila and Certain Rizal areas (Cainta, Taytay, Antipolo, Angono, San Mateo for now))** – only the Supplier Consignment Agreement is applicable. The Supplier ships the item at the address stated by **MARJOSE ENTERPRISE**.

**Items on Consignment** – **MARJOSE ENTERPRISE** maintains possession of the product/s and is responsible for shipment as soon as an order is made.

#### **DELIVERY OF PRODUCTS**

**Items on Consignment only** - The Supplier shall deliver to **MARJOSE ENTERPRISE** such quantity of its merchandise that **MARJOSE ENTERPRISE** requires. The Supplier shall pay all freight and shipping charges otherwise any pickup and shipping arrangements are made by both parties. The delivery of products should be clearly stipulated in this agreement.

#### **INVENTORY FROM THE SUPPLIER**

**Items on Consignment only** – The supplier is required to provide a list of inventory for every batch of items of consignment they endorse to **MARJOSE ENTERPRISE** for proper record keeping.

#### **INSURANCE**

**Items on Consignment only** - **MARJOSE ENTERPRISE** represents and warrants that it shall maintain insurance coverage sufficient to compensate the Supplier for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.

**SALE OF MERCHANDISE.** All sales made by **MARJOSE ENTERPRISE** shall be for cash. Credit sales may be made by **MARJOSE ENTERPRISE** on written authority only, and on terms which Supplier may approve prior to such sales.

#### **ORDER / FUFILLMENT PROCEDURES**

##### ***For Supplier Shipment only***

1. Orders for fulfillment will be submitted by **MARJOSE ENTERPRISE** to the Supplier through email, call and sms with the information below
  - a. Order Number
  - b. Item Name
  - c. Number of Items ordered
2. **MARJOSE ENTERPRISE** will email the Supplier the Package Label that contains the Customer's delivery and order details. The Supplier is required to print this out and tape it securely to the package. The package should only be sealed after it's been quality checked by the courier picking up the item.
3. The supplier signs the dispatch assessment form – to attest that the dispatched item was in good condition when it was handed over to the courier. This serves as a protection to future refund requests from customers with no valid reasons.
4. Drop Shipping – see refunds and returns

#### **QUALITY CHECK**

***For Supplier Shipment only*** - If Item is for pick up, **MARJOSE ENTERPRISE's** courier should check the items quality before the Supplier completes packaging. If items are defective or broken these items should immediately be replaced by the Supplier before **MARJOSE ENTERPRISE's** courier fulfills the order. The Supplier is required to make the courier sign that the items are in good shape. If the Supplier failed to have the courier acknowledge the quality of items received, then the Supplier will be liable for refunds and returns.

***Items on Consignment only*** - **MARJOSE ENTERPRISE** should immediately inform the Supplier if items received are defective or broken upon receipt. These items should immediately be replaced by the Supplier or will not be counted as items for sale during the consignment period.

#### **PRODUCT QUALITY DECLARATION**

The Supplier should declare if items for selling are original, imitations, brand new, pre-owned or used. **MARJOSE ENTERPRISE** will declare the product quality of the item based on the information that the Supplier will provide as marketing strategy. If in any case the product's quality was not declared correctly and **MARJOSE ENTERPRISE** received a complaint, the Supplier is required to pay **MARJOSE ENTERPRISE** a damage fee of Php25, 000 per product sold that received a complaint. If in case the items were smuggled, the Supplier will be reported to the government and is required to pay **MARJOSE ENTERPRISE** a damage fee of **Php100, 000**. It's **MARJOSE ENTERPRISE's** name and business that will be on the line for situations like these.

#### **REFUNDS AND RETURNS**

**MARJOSE ENTERPRISE** offers a 14 day return and refund policy for damaged, wrong, faulty good, which shall be returned on request of the customer within 14 days after receipt of item. The Supplier is under obligation to replace the item if after proper examination found the item to be faulty before shipment. The item will be returned at **MARJOSE ENTERPRISE's** office which will sent be to the Supplier as soon as possible.

**MARJOSE ENTERPRISE** is under obligation to refund the customer only if the item is damaged, not as same as ordered or faulty and they do not want replacement or incentives on their next purchase. Any refund issued by **MARJOSE ENTERPRISE** will be charged to the Supplier.

#### **REPRESENTATION**

The Supplier hereby represents and warrants that **MARJOSE ENTERPRISE** holds full title or has received, in writing, the authorization to sell the Items by any necessary parties.

#### **EXPENSES**

**MARJOSE ENTERPRISE** shall bear all expenses for shipping the Items

**NO MODIFICATION UNLESS IN WRITING**

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

**PARTNER BRANDING**

As a pioneer Supplier, **MARJOSE ENTERPRISE** will create a free webpage for the Supplier as part of their branding. The Supplier page will appear in the Partners page and will showcase all the products the supplier sells. The supplier will also be provided their own web page links: [www.suppliername.marjose.com](http://www.suppliername.marjose.com) or [www.marjose.com/suppliername](http://www.marjose.com/suppliername)

**LOCATION OF ITEMS**

**Items on Consignment only** - **MARJOSE ENTERPRISE** agrees and acknowledges that the Consigned Items shall only be kept and stored at **Unit 102 Jar Apartment, #19 Maganda St. Riverside II Subdivision, Barangay Sto. Domingo, Cainta Rizal 1900 or Apt 4/D Orinda St. Park Place Executive Village, Cainta Rizal 1900** unless otherwise agreed upon by the Supplier in writing.

**CONSIGNMENT TIMEFRAME**

**Items on Consignment only** - In the event that all the Consigned Items are not sold by **(14 days after receipt)** all unsold Consigned Items shall be returned to the Supplier with all delivery costs borne by **MARJOSE ENTERPRISE**. Unless the Supplier allows and authorizes **MARJOSE ENTERPRISE** to continue keeping the items.

**STATEMENTS & PAYMENTS**

**MARJOSE ENTERPRISE** shall remit to the Supplier all monies received from the sale of goods according to the prices given by the Supplier every Tuesday (Monday to Sunday sales of the previous week).

The Supplier shall provide a bank payment detail which will be used for this purpose. **MARJOSE ENTERPRISE** shall keep all proof of payment and send a copy to the Supplier for verification purposes if the need arises. All payments shall be made via **BANK DEPOSITS** for proper documentation

**TERMINATION**

This agreement is not assignable and may be terminated by either party with written notice to the other or proper contact and notification. Termination of the contract is effective 30 days after both parties agree.

**GOVERNING LAW**

This agreement is not assignable and may be terminated by either party with written notice to the other or proper contact and notification. Termination of the contract is effective 30 days after both parties agree.

**IN WITNESS WHEREOF**, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[SUPPLIER]

\_\_\_\_\_  
[SIGNATURE OVER PRINTED NAME]

\_\_\_\_\_  
DATE

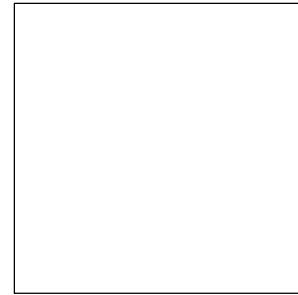
MARY DEANNA MENDOZA

FOR MARJOSE ENTERPRISE™

01 APRIL 2017

DATE

By signing this form, both parties agree to the **MARJOSE ENTERPRISE** Privacy Policy [www.marjose.com/privacy-policy](http://www.marjose.com/privacy-policy)



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

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business / Shop Name: \_\_\_\_\_

ID Presented: \_\_\_\_\_ ID Number: \_\_\_\_\_

ID Presented: \_\_\_\_\_ ID Number: \_\_\_\_\_

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

Bank Account Number: \_\_\_\_\_

Bank Account Name: \_\_\_\_\_

Preferred Supplier Mode

SUPPLIER SHIPMENT  CONSIGNMENT MODE  BOTH SUPPLIER SHIPMENT & CONSIGNMENT

#### FREE WEB-PAGE INFORMATION

We offer a free web-page for or suppliers. A unique and customized address hosted on marjose.com. This address can be used for personal advertisements or marketing! This can be configured in 2 forms.

1. Your shop/page name before marjose.com [ example <http://minniepi.marjose.com> ]
2. Your shop/page name after marjose.com [ example <http://www.marjose.com/MinniePi> ]

Visit [www.marjose.com/webpage](http://www.marjose.com/webpage)