

## Terms & Conditions (Retail)

These Terms and Conditions ("Agreement") govern the wholesale relationship between [Manufacturer Name], hereinafter referred to as the "Manufacturer," and the retail stores purchasing branded items from the Manufacturer, hereinafter referred to as the "Retailer." By placing an order with the Manufacturer, the Retailer agrees to be bound by these terms and conditions.

### 1. Minimum Order Quantity (MOQ)

- a. The Retailer acknowledges that a Minimum Order Quantity (MOQ) may be required for certain products. The specific MOQ will be communicated to the Retailer prior to placing an order.

### 2. Wholesales Pricing

- a. The Manufacturer will provide the Retailer with wholesale pricing for the branded items.
- b. Wholesale pricing is confidential and should not be disclosed to any third parties without the Manufacturer's prior written consent.

### 3. Payment Terms

- a. The Retailer shall make payment for all orders in accordance with the payment terms agreed upon with the Manufacturer. Failure to comply with the agreed payment terms may result in the suspension or termination of the Retailer's account.
- b. The Manufacturer reserves the right to modify payment terms, subject to prior written notice to the Retailer.

### 4. Minimum Advertised Pricing (MAP)

- a. The Retailer agrees to adhere to the Minimum Advertised Pricing (MAP) policy established by the Manufacturer. MAP is the lowest price at which the Retailer may advertise the branded items for sale to the public.
- b. The Retailer shall not advertise or promote the branded items below the specified MAP without the Manufacturer's prior written approval.

### 5. Guaranteed Returns

- a. The Retailer may request returns or exchanges for defective or damaged merchandise.
- b. All requests must be submitted in writing and approved by the Manufacturer.



- c. Approval shall be granted if Retailer has provided a list to the Manufacturer of damaged or otherwise unsellable items that are not within six months of expiration date.
- d. The Retailer shall bear the responsibility for the cost of return shipping unless the return or exchange is due to an error on the Manufacturer's part.

## 6. Shipping

- a. The Manufacturer will arrange for the shipment of ordered products to the Retailer's designated location(s) within the agreed-upon timeframe. The Retailer shall be responsible for any applicable shipping fees, unless otherwise specified.
- b. The Retailer shall inspect all deliveries upon receipt and promptly notify the Manufacturer of any discrepancies, damages, or shortages.

## 7. Governing Law

- a. This Agreement shall be governed by and interpreted in accordance with the laws of Florida. Any disputes arising out of or relating to this Agreement shall be resolved through amicable negotiations. If a resolution cannot be reached, the parties agree to submit to the exclusive jurisdiction of the courts in Pinellas, Florida.

## 8. Entire Agreement

- a. This Agreement constitutes the entire agreement between the Manufacturer and the Retailer, superseding all prior agreements, understandings, or representations, whether oral or written.

By placing an order with the Manufacturer, the Retailer acknowledges and agrees to abide by these Terms and Conditions.