**MASTER AGREEMENT**

**SALE OF MERCHANDISE**

This Master Agreement Sale of Merchandise is duly effective on [INSERT COMPLETE DATE].

BETWEEN

[INSERT NAME OF COMPANY], a corporation organized and existing under the laws of [INSERT CITY/STATE], with its main office located at [INSERT COMPLETE OFFICE ADDRESS], and is referred to as the “**Seller**.”

And

[INSERT NAME OF COMPANY], a company organized and existing under the laws of [INSERT CITY/STATE], with its main office located at [INSERT COMPLETE OFFICE ADDRESS], and is referred to as the “**Buyer**.”

WHEREAS, the Buyer shall be establishing and placing orders with the Seller in a regular basis, in order to manufacture and sell different equipment and merchandise by the Seller.

WHEREAS, both the Buyer and the Seller hereby agreed that the terms and conditions set forth under this Agreement shall be applicable to all orders placed by both parties.

NOW, THEREFORE, both the Buyer and the Seller have acknowledged and agreed as follows:

1. Any or all orders placed by the Buyer with the Seller with a form of order confirmation by Seller as an evidence with Buyer’s signature. Such order confirmation form will be subject to and governed by the terms and conditions set forth in this Master Agreement, unless otherwise amended as stated herein.

2. Any carrier who accepts a shipment customarily utilized by the public shall establish a distribution process to the Buyer or the mailing of the traditional receipt shall establish a distribution process in the absence of shipping instructions. Furthermore, the mailing address should be location of the Buyer or any address that is indicated by the Buyer.

Any or all deliveries done within [SPECIFY NUMBER OF DAYS] days after the specified date for delivery as stated in the order confirmation, will establish a good delivery made within [SPECIFY NUMBER OF DAYS] days. This is after the specific date of delivery stated in the order confirmation. Moreover, this will establish a good tender which shall be deemed essential for the order confirmation pursuant to the terms and conditions set forth under this Master Agreement Sale of Merchandise.

Where deliveries are basically stated to be executed in or during a couple of months, each month’s delivery or shipment shall establish a different contract and such contract will be constituted by both the Seller and the Buyer. Any goods installment or delivered shall be paid for pursuant to the terms and conditions set forth in the confirmation order, despite claims by either of the Buyer or Seller towards any undelivered or delivered items.

Any delivery of goods or item between [SPECIFY PERCENTAGE VALUE] and [SPECIFY PERCENTAGE VALUE] of the ordered quantity shall establish enough delivery or shipment. The Buyer will then accept and provide payment for the said item or goods pursuant with the terms and conditions stated under this Agreement as well as the confirmation order.

3. Where the Seller cannot execute any delivery of any items or any portion of a merchandise covered by the Master Agreement Sale of Merchandise because of labor claims, government ground rules, war, or any reasonable cause that is beyond the control of the Seller, the Seller shall not be held responsible for failure to make delivery. This is applicable if Seller notifies the Buyer by prepaid post stating the reason of such delivery failure and that the contract for the undelivered merchandise is called off or that the Seller shall make delivery of the said item at a certain date in the future. The specific date shall be stated in the notice, and Buyer may inform the Seller through prepaid notice, within [SPECIFY NUMBER OF DAYS] days, that Seller shall accept the delivery of the items in accordance to the terms and conditions of the Seller’s notice. Moreover, failure of Buyer to notify Seller regarding the items that are undelivered in some sections of the contract will be terminated.

4. The payment terms in relation with the Buyer’s different orders stated in the order confirmation form shall apply to any contract stated herein. Each of the said reference to a “contract” shall be interpreted as Buyer’s order in relation to the order confirmation.

5. As for credit, the Seller reserves the full right to discontinue all deliveries made to Buyer or cancel the entire part of the contract with the Buyer if there are any delay in terms of shipment or if amount of credit allowed exceeded. This is applicable also if the Seller is not satisfied with the credit status of Buyer. Interest at [SPECIFY PERCENTAGE VALUE] per month shall be charged on all accounts that are completely past due. The Seller reserves the full right even after the partial payment on a certain account of any contract with the Buyer to ask from the Buyer excellent security for due performance of all responsibilities. Failure of the Buyer to perform all assigned obligations under the contract will grant Seller the authority to suspension of deliveries and shipments. All items stored under the Buyer’s premises shall remain the Seller’s property until paid full. Notwithstanding any expression by the Buyer, the Seller may attribute all amounts received from the Buyer. This is against any outstanding debts of the Buyer to Seller.

6. The following establishes events of default under this Master Agreement Sale of Merchandise:

* Lack of success for Seller to pay payment under any agreement between both parties.
* In the event all goods sold to Buyer that are still under the Seller’s possession will become subject to any privilege and/or attachment.
* Any violation made by Buyer towards any contract or other agreement between the Buyer and the Seller.
* In the event Buyer has recourse to any federal ground rules in relation to bankruptcy or other related terms during the occurrence of events caused by default, the Seller shall be entitled to other rights, without prejudice, under the terms and conditions set forth under this Agreement.
* Restoring of any due amount between the Seller and the Buyer under any agreement.
* Cancellation of an agreement between the Seller and the Buyer.
* Take ownership of all merchandise wherever the location is, without any demand or notice as well as without any process of law. Buyer hereby agrees and acknowledge that he or she must not make any claim. On the other hand, Seller should be liable when it comes to any damages that may arise out of the Seller taking ownership of the said merchandise.
* Declaring this Agreement or other agreement between the Seller and the Buyer ceased. Part of it is providing the Buyer notice of such cancellation and shall recover as liquidated damages.
  + Total amount of payments that are due pursuant to the terms and conditions set forth in this Agreement. Any renewal term shall be included as well.
  + Interest with a percentage rate of [SPECIFY PERCENTAGE RATE] per month. Such amount will become due from the time of default.
  + Any taxes in relation to sales with the total due amount.

7. The Seller holds not liable for any manufacturing damages nor any variations from customary aspect. Claims of any sort except for latent damages, are blocked, unless made through writing. It should be within [SPECIFY NUMBER OF DAYS] days after invoice of all items, in any event or before the processing of all items or goods. All claims when it comes to latent damages are blocked unless displayed within [SPECIFY NUMBER OF DAYS] days after date of receipt. In terms of liability limit of the Seller for any reason, it shall be replaced with goods or refund the price paid. This shall be paid by the Buyer and not by the Seller nor provide any options for Seller to pay for it.

8. If the Buyer does not choose any design, pattern, or fulfill all specifications within the specified time frame stated under this Agreement, then the Seller has the right to bill Buyer for the unfulfilled items in which cost is equal to that of the finished items. If Seller allows Buyer to fulfill specifications following the time frame specified, Seller has the right to delay for a reasonable amount of time since it is essential for Seller to complete the order.

9. Below are the following conditions that are applicable to the commission processing by the Seller towards the Buyer’s items on behalf of Buyer’s account.

* All items listed that are covered by the said commission processing order shall hereby be represented by the Buyer. Upon representation, Buyer shall own all items and merchandises lawfully. All items included in any orders in the future, contract, or shipping memo, even if there is no signature from the Buyer, are hereby acknowledged to the Seller as security for the payment of all accounts due or will be due. Such accounts with principal interest irrespective of the date of origin which includes charges for transportation, duties, and different taxes paid or to be paid by the Seller. The release by Seller of any of the Buyer’s items and goods shall be in consideration of the transfer of violation to other items under the same Buyer. Such goods will be under the Seller which shall remain pledged for all amount owed by Buyer to the Seller.
* In the event of default in terms of payment on the said due date by the Buyer to the Seller, the said items thus pledged may be sold by the Seller through private or public sale. This will be on or after the [SPECIFY NUMBER OF DAYS]th day of mailing by any registered mail with a written notice. The written notice shall bear the intention of selling addressed to Buyer. The proceeds of sale credited against Buyer’s debts to the Seller, this includes all surplus that are transferred to the Buyer.

10. Insurance on all items stored including items prepared will be covered by the Seller, however this is to the extent agreed through written notice with the Buyer.

11. Any or all duties and taxes imposed on this Agreement shall be carried by the Buyer. This shall be paid by the Seller and then charged to the Buyer pursuant to the terms of this Agreement.

12. No amendments or modifications of this Agreement aimed herein shall be binding unless through writing and signed by both the Seller and the Buyer. Furthermore, no waiver by either of the Seller or the Buyer of any default shall be considered a waiver of any ensuing default herein.

13. This Master Agreement Sale of Merchandise and each section contemplated shall be governed by and construed in conformity with the laws of [INSERT CITY/STATE] as well as the jurisdictions of [INSERT COUNTRY] shall be applicable.

14. This Master Agreement Sale of Merchandise shall be binding and guarantee a benefit towards the Seller and the Buyer and their associates, representatives, and subordinates respectively. The Buyer shall not appoint any of its liabilities to any entity or party without a prior written consent of the Seller.

15. All headings stated under this Agreement are included for the purpose of convenience. These are not intended to be fully accurate descriptions and shall not be deemed a section of this Master Agreement Sale of Merchandise.

16. Both the Seller and the Buyer hereby acknowledge and agree that this Master Agreement Sale of Merchandise as well as all documents or notices connecting to this Agreement will be in English.

17. This Master Agreement Sale of Merchandise shall be signed in more than one counterparts. Each counterpart shall be considered an original. All counterparts taken together shall be considered to establish the same term.

IN WITNESS WHEREOF, both the Seller and the Buyer have agreed to this Agreement which will be duly executed at [INSERT COMPLETE LOCATION OF EXECUTION] on [INSERT COMPLETE DATE]. The said date is also stated above.

**SELLER**:

[INSERT COMPLETE NAME OF SELLER]<SIGNATURE INCLUDED>

[INSERT JOB TITLE], [INSERT NAME OF COMPANY]

[INSERT CONTACT NUMBER]

[INSERT COMPANY EMAIL ADDRESS]

**BUYER**:

[INSERT COMPLETE NAME OF BUYER] <SIGNATURE INCLUDED>

[INSERT JOB TITLE], [INSERT NAME OF COMPANY]

[INSERT CONTACT NUMBER]

[INSERT COMPANY EMAIL ADDRESS]