

Merchandise Sale and Purchase Agreement (Wholesale)



The terms below will govern the sale of merchandise relating to Feedback: Collect (Golf) ("Merchandise") by FeedbackK Enterprise, LLC ("Seller") to _____ ("Customer"), for sales expected to commence on or about _____ and conclude on or about _____ such period, the ("Term").

1. Prices and Payment.

1.1 Prices. Merchandise prices and minimum order quantities of Merchandise are set forth in Schedule A. Customer must agree to maintain Minimum Advertised Price (MAP) set forth in Schedule A. Seller may change wholesale prices without prior notice.

1.2 Purchase Orders. Customer must submit written or digital purchase orders for the Merchandise no later than five (5) business days prior to the requested delivery date, setting forth quantity, type, and requested delivery date of Merchandise. Purchase orders received fewer than five (5) business days prior to the requested delivery date shall be filled at Seller's discretion and subject to express shipping charges (to be paid by Customer). All orders are processed subject to availability.

1.3 Payment. Customer will be invoiced when Merchandise order is shipped and payment is due within thirty (30) days of invoice date. Late payments incur a finance charge of two percent (2%) of the unpaid invoice balance per month, starting thirty (30) days after the due date. Seller may withhold fulfillment of Customer's additional purchase orders until past due payments, including any finance charges, are received in full.

2. Shipping. Customer will be responsible for all Merchandise shipping and handling expenses, including (if applicable), customs clearance, import/export fees, freight risks and insurance, and Customer may be required to act as the importer of record for international shipments. Customer must notify Seller of any claimed shipping error or damage within five (5) days of receipt of Merchandise. Customer's failure to give such notice within that five-day period shall be deemed a waiver of Customer's claim for incorrect or damaged shipments.

3. Returns. Within 10 days of Customer's receipt of Merchandise, Customer may return Merchandise damaged or shipped incorrectly if notice of condition is given within five (5) days of receiving the merchandise. Returns will be credited to Customer's account or replaced.

4. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MERCHANDISE. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS OF CUSTOMER.

5. Miscellaneous.

5.1 Buyer-Seller Relationship. The relationship created by this agreement is solely a buyer-seller relationship. This agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.



5.2 Governing Law; Dispute Resolution. This agreement shall be governed by Virginia law. Any dispute arising from this agreement shall first be addressed by the parties through informal dispute resolution procedures conducted in good faith. If the parties do not resolve the dispute within thirty days of the date of the first dispute resolution meeting, the parties agree to mediate the dispute in a mutually agreed-upon place with a mutually agreed-upon mediator, the costs of which shall be borne equally by the parties. In the event the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration before a single arbitrator in Hampton, Virginia in accordance of the rules of the American Arbitration Association, and the parties agree that judgment upon the award rendered by the arbitrator shall be entered in a court of competent jurisdiction sitting in Hampton, Virginia.

Acknowledged and agreed by:

_____ Date _____
Signature

_____ Address _____
Company

_____ Date _____
Shawn D. McDonald, President
Feedback Enterprise, LLC
PO Box 1273
Hampton, VA 23661

Schedule A

Feedback: Collect (Golf)	MSRP:	\$89.99
	MAP:	\$79.99
	5 Units	30 Units
Wholesale	\$45.00 (50%)*	\$43.33 (52%)*
Total (Product)	\$225.00	\$1,300.00
Weight	7.5 lbs.	45 lbs.
Shipping Dimensions	16x10x8	36x14x16
Shipping Estimate**	\$15.00	\$45.00
* Based on MSRP		
** Standard Shipping within the Continental US		