

Stocking Agreement

This **Stocking Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**") by and between the following parties:

Supplier

Retailer

Supplier and Retailer may each be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Supplier manufactures, distributes, or otherwise supplies certain products for commercial sale;

WHEREAS, Retailer wishes to stock, display, and sell those products through its business operations; and

WHEREAS, the Parties desire to establish the terms governing the supply, stocking, ordering, and sale of the products.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows.

1. Purpose

The purpose of this Agreement is to establish the terms under which Supplier will provide products to Retailer for resale and Retailer will stock, promote, and sell those products in accordance with this Agreement.

2. Products Covered

The products covered by this Agreement ("**Products**") are those identified by the Parties from time to time through purchase orders, product catalogs, pricing schedules, or other written communications accepted by both Parties. The Parties may add, discontinue, or modify Products by mutual written agreement.

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3. Term

This Agreement begins on the Effective Date and continues until _____, unless terminated earlier in accordance with the Termination clause.

If neither Party provides written notice of its intention not to renew at least _____ days before expiration, this Agreement will automatically renew for successive _____ terms.

4. Orders and Acceptance

Retailer shall submit purchase orders specifying the Products requested, quantities, requested delivery dates, and shipping instructions.

A purchase order becomes binding only after Supplier confirms acceptance in writing or begins fulfillment.

Supplier may reject an order if requested Products are unavailable, discontinued, restricted, or if Retailer has failed to satisfy payment obligations.

5. Pricing

Product pricing shall be as agreed by the Parties in writing and may be updated by Supplier upon providing _____ prior written notice unless otherwise agreed.

Product	Unit Price	Minimum Order Quantity	Notes

Applicable taxes, shipping charges, insurance, customs duties, and similar expenses shall be allocated as agreed by the Parties or as stated on the applicable purchase order or invoice.

6. Payment Terms

Retailer shall pay all undisputed invoices within _____ days from the invoice date unless otherwise agreed in writing.

Late payments may accrue interest at the rate of _____ or the maximum rate permitted by applicable law, whichever is lower.

Supplier may suspend future deliveries while overdue payments remain outstanding after providing reasonable written notice.

7. Delivery and Risk of Loss

Supplier shall use commercially reasonable efforts to deliver Products by the agreed delivery dates.

Delivery dates are estimates unless expressly stated otherwise in writing.

Risk of loss and responsibility for the Products transfer from Supplier to Retailer upon delivery to _____, unless the Parties agree differently in writing.

8. Inspection and Acceptance

Retailer shall inspect Products promptly after delivery.

Retailer shall notify Supplier in writing of any shortages, shipping damage, or nonconforming Products within _____ days after receipt.

Failure to provide timely notice constitutes acceptance of the Products except for defects that could not reasonably have been discovered during inspection.

9. Stocking Responsibilities

Retailer agrees to:

- Maintain sufficient inventory levels based on anticipated customer demand.
- Store Products in clean, secure, and appropriate conditions consistent with Supplier's written handling instructions.
- Display Products in a professional manner.
- Comply with applicable laws regarding storage, sale, and marketing.
- Avoid altering packaging, labels, or branding without Supplier's prior written consent.

10. Supplier Responsibilities

Supplier agrees to:

- Supply Products that conform to agreed specifications.
- Package Products appropriately for shipment.
- Provide commercially reasonable product information and updates.
- Notify Retailer of discontinued Products, recalls, or material product changes as soon as reasonably practicable.

11. Inventory Management

The Parties may periodically review inventory levels, sales performance, and anticipated demand.

Supplier may recommend replenishment quantities, but Retailer remains responsible for its purchasing decisions unless the Parties have agreed to a managed inventory arrangement in writing.

12. Returns and Defective Products

Retailer may return Products only in accordance with Supplier's written return policy or as otherwise agreed in writing.

Supplier shall determine whether returned Products qualify for replacement, repair, credit, or refund.

Products damaged due to improper storage, misuse, unauthorized modification, or negligence by Retailer are not eligible for return unless otherwise agreed.

13. Product Recalls

If a Product recall becomes necessary, the Parties shall cooperate in good faith to minimize risks to customers and comply with applicable legal requirements.

Supplier shall promptly notify Retailer of any recall affecting stocked Products and provide reasonable instructions regarding handling, removal, return, or disposal.

14. Marketing and Branding

Retailer may use Supplier's trademarks, logos, and promotional materials solely for the purpose of marketing and selling the Products.

Retailer shall follow Supplier's branding guidelines and shall not modify Supplier's intellectual property without prior written approval.

All intellectual property rights remain the exclusive property of Supplier.

15. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, licensing requirements, and industry standards relevant to its obligations under this Agreement.

16. Confidentiality

Each Party may receive confidential business, financial, technical, or commercial information from the other Party.

Each Party agrees to protect such information using reasonable care and not disclose it to third parties except as required by law or with the disclosing Party's written consent.

These confidentiality obligations continue for _____ years after this Agreement ends.

17. Warranties

Supplier warrants that the Products supplied under this Agreement will substantially conform to the agreed specifications and will be free from material defects at the time of delivery.

Except for the warranties expressly stated in this Agreement, Supplier makes no additional warranties regarding merchantability, fitness for a particular purpose, or uninterrupted commercial performance unless required by applicable law.

18. Limitation of Liability

Neither Party shall be liable to the other for indirect, incidental, special, consequential, or punitive damages arising from this Agreement, except where such limitation is prohibited by applicable law or results from fraud, willful misconduct, or a Party's breach of the Confidentiality clause or intellectual property obligations.

Each Party's total liability arising under this Agreement shall not exceed the total amount paid or payable under this Agreement during the twelve months preceding the event giving rise to the claim, except where a greater liability cannot legally be limited.

19. Force Majeure

Neither Party shall be responsible for delays or failure to perform caused by events beyond its reasonable control, including natural disasters, war, labor disputes, governmental actions, transportation disruptions, pandemics, or failures of utilities or communications.

The affected Party shall promptly notify the other Party and resume performance as soon as reasonably possible.

20. Termination

Either Party may terminate this Agreement for any reason by providing _____ days' prior written notice.

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches this Agreement and fails to remedy the breach within _____ days after receiving written notice.
- Becomes insolvent, enters bankruptcy proceedings, or ceases normal business operations.
- Termination shall not affect payment obligations arising before the termination date.

Upon termination, Retailer shall pay all outstanding amounts owed, cease representing itself as an authorized stockist of Supplier's Products, and comply with reasonable instructions regarding remaining inventory as agreed by the Parties.

21. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, by certified mail, or by electronic mail to the contact information designated by each Party.

Notice shall be considered received on the date of delivery confirmation or other verifiable receipt.

22. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all of its business assets.

23. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding its subject matter and supersedes all prior discussions, negotiations, and agreements relating to the same subject.

24. Amendments

Any amendment or modification of this Agreement must be made in writing and signed by authorized representatives of both Parties.

25. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to its conflict of law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation. If the dispute cannot be resolved through negotiation within a reasonable period, either Party may pursue available legal remedies before a court of competent jurisdiction unless the Parties separately agree to another dispute resolution process.

26. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be interpreted as closely as possible to reflect its original purpose.

27. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one agreement.

Electronic signatures and electronically transmitted copies of signed documents shall have the same effect as original handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Stocking Agreement.

Supplier

Name

Date

Signature

Retailer

Name

Date

Signature



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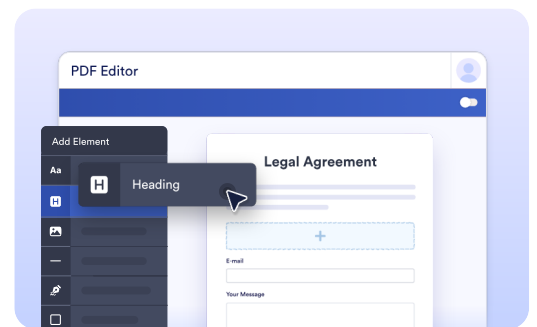
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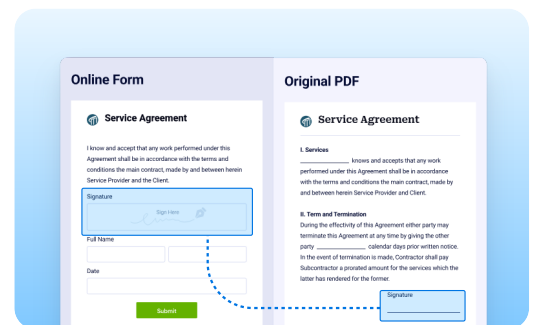
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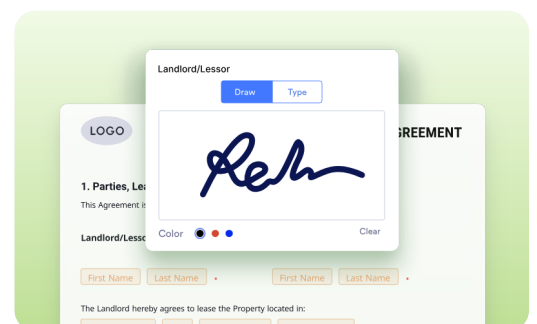
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