

# WHOLESALE CONTRACT

## 1. Parties

This **Wholesale Contract** (shall be referred as "**Contract**" hereinafter) has been signed by and between;

\_\_\_\_\_ (shall be referred as "**Wholesaler**" hereinafter) with its registered office

and

\_\_\_\_\_ (shall be referred as "**Buyer**" hereinafter) with its registered office

**WHEREAS**, the Wholesaler is a company which sells goods or products in large quantities to retailers or other businesses and the Buyer is the party that buys goods or products from the Wholesaler to sell them to end consumers,

**WHEREAS**, the Parties have entered into the Contract and hereby agree as follows;

## 2. Subject of the Agreement

The subject of this Contract is the terms of sale of the machinery and/or the equipment and their inseparable parts (hereinafter all together shall be referred as "Products") technical specifications and product details of which are provided below;

Quantity	Product Definition	Price

The Buyer hereby accepts and declares that the below mentioned prices are indicative and exclusively determined for this Contract, thus shall not constitute a precedent for any other projects.

### 3. Effective Date of the Contract

This Agreement shall enter into force upon the signature of the parties ("**Effective Date**").

This Agreement has been concluded to supersede all kinds of verbal and written proposals, offers and acceptances and all other commercial correspondences, if any.

### 4. Delivery of the Products

The Products shall be delivered by the Wholesaler to Buyer or to a third party upon the submission of a written authorization of the Buyer regarding delivery, at the address of

\_\_\_\_\_. The Parties hereby accepts that the Wholesaler is entitled to partial delivery.

The property of the Product subject to this Contract, all kinds of loss and benefit regarding the product shall be transferred to the Buyer upon the delivery of the Products. The Buyer accepts and declares that the price of the Product shall be claimable and collectible on due date.

The Wholesaler shall not be responsible for the delays that may occur without any fault attributable to the Buyer such as Force Majeure, failure of the Buyer in performance of payments. In such a case the parties shall determine a new delivery period mutually considering the late delivery period.

### 5. Prices and Payment Conditions

The total price of the products is \_\_\_\_\_ excluding VAT. Total price includes packaging suitable for shipment and commissioning process and supervision for installation, excludes installation (electrical and mechanical). For the avoidance of doubt installation (electrical and mechanical) is not within the scope of the Agreement. All transportation, accommodation and food expenses of the technical staff at the stage of commissioning shall be borne by Wholesaler.

The Buyer shall pay \_\_\_\_\_ which corresponds to 30% of the total price in 5 (five) business days following the signature of this Contract as down payment (advance payment) to the bank account of the Wholesaler through any banking system. The remaining amount shall be paid upon the delivery.

The sales invoice shall be submitted to the Buyer at the delivery. VAT shall be paid latest on the 20 th day of the following month.

The Buyer irrevocably accepts, declares and undertakes to lapse into default in case fails to perform payment of the any due amount stipulated herein without need of any warning and/or written notice and to pay \_\_\_\_\_% interest of default on monthly basis.

## 6. Termination

If any of the parties fails to fulfill any of the obligations under this Contract (***"The Defaulting Party"***) except Force Majeure the non defaulting party is entitled to notify the Defaulting Party via notification to be served through Notary Public and demand the fulfillment of that obligation within 15 days' period (grace period). After receiving the notification, if the Defaulting Party shall not fulfill the obligation subject to the notification within the grace, the non defaulting Party shall be entitled to terminate the Agreement unilaterally. In case the Buyer exercise his right of termination due to breach of the Wholesaler and the breach is originated from one or some of the products, the Parties agree and accept that termination shall be applicable and limited to the related products, this Contract shall be valid and binding for the other products delivered duly as per the provisions of the Contract.

## 7. Force Majeure

For purposes of this Contract, force Majeure means a condition which results from causes beyond a party's reasonable control, including, but not limited to acts of God, acts of the other party, shortages, fires, labor disputes, strikes, floods, epidemics, quarantines, war, riot, delay in transportation, compliance with any applicable governmental regulation or order, whether or not it later proves to be invalid, or inability to obtain labor, materials or manufacturing facilities. If either party is affected by a force majeure event, such party shall promptly, but not later than ten (10) days of its occurrence, give notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use its best efforts to remedy its inability to perform.

Neither party shall be liable for delay in delivery or nonperformance, in whole or in part, nor shall the did party have the right to terminate this Agreement where delivery or performance has been affected by a condition of force majeure unless such delivery or performance is delayed for thirty (30) days or more.

## 8. Right and Obligations of the Buyer

- Following the signature of this Contract, the Buyer shall perform the down payment (advance payment) and the other payments duly and on time as determined in the Contract.
- The Buyer is obliged to accept the Products subject to this Agreement at the decided delivery address and at the delivery date. In case the Buyer fails to accept the Products on delivery date, this shall be deemed as a material breach and the Wholesaler shall not be responsible under this Contract. In such a case, all payments made by the Buyer to the Wholesaler shall be retained by the Wholesaler as a penalty.
- The Buyer is responsible for the preservation of the Products in accordance to the maintenance and storage conditions mentioned in the maintenance and user's manual provided by the Wholesaler. Otherwise the Wholesaler shall not be responsible for any claim of direct or indirect damages including but not limited to loss, fault and defect claims.

## 9. Right and Obligations of the Wholesaler

- The Wholesaler shall only be responsible for the workmanship and design faults of the Products determined by a joint report prepared in the presence of the Wholesaler's and the Buyer's technical personnel.
- The Wholesaler is not responsible for wear and tear and expenses of the Products even during the warranty period.
- The Buyer is responsible for appropriate installation of the Products after the delivery. The Wholesaler is only obliged to provide technical information and support (supervision for installation) for the installation of the Products.

## 10. Miscellaneous Provisions

- This Agreement shall be binding between the Wholesaler and the Buyer and any of the parties are not entitled to assign and transfer their rights and obligations arising from this Agreement to third parties without prior written consent of the other Party.

- If any provision of this Contract is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Contract but without invalidating any of the remaining provisions of this Contract. If any provision is held to be invalid, the Parties shall use their best efforts to insert a replacing provision similar to such invalid provision the effect of which is as close as possible to the intended effect of the invalid and unenforceable provision and the intended economic benefits thereof.
- The formation, validity, performance and interpretation of this Agreement and of each Article and part hereof shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**Wholesaler**

**Date**

**Signature**

\_\_\_\_\_

**Buyer**

**Date**

**Signature**

\_\_\_\_\_



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