

# Buyer Agreement for Resale of Goods

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**BETWEEN:** **Specialty Product Sales Inc.** (the "Seller"), a corporation organized and existing under the laws of the United States, with its head office located at:

1256 Industrial Blvd.  
Gainesville GA 30503

**AND:** \_\_\_\_\_ (the "Buyer"), a corporation organized and existing under the laws of \_\_\_\_\_ (country), with its head office located at:

**Street:** \_\_\_\_\_

**City/Town:** \_\_\_\_\_

**State/Province:** \_\_\_\_\_

**Zip:** \_\_\_\_\_

**Country:** \_\_\_\_\_

## 1. CONSIDERATION

### **New Orders:**

Buyer must submit their order by email at [info@famorecutlery.com](mailto:info@famorecutlery.com) **or** by fax at 352-797-9057. Orders submitted by phone will not be accepted.

### **Back Orders:**

Back order items will be placed on a list for 60 days. If items are not available after 60 days, SPS Inc. will contact buyer and request a new purchase order to be submitted. If multiple items are on back order for multiple purchase orders, SPS Inc. will require the buyer to consolidate

their order into **ONE** PO. If the item(s) become available within the 60 days we will only ship the quantity detailed in the original purchase orders. Any changes the buyer wishes to make to the purchase order must be submitted in an updated PO. Specialty Products Sales Inc. will not accept changes to orders without it being submitted in writing.

## **2. IDENTIFICATION OF GOODS**

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are to be appropriated to the performance of this agreement.

## **3. PAYMENT ON RECEIPT**

Buyer shall make payment for the goods at the time when, and at the place where, the goods are received by buyer.

**OR**

### **INSTALLMENT PAYMENT CLAUSE**

Buyer agrees to pay for goods in the following manner: by a net 15, net 30 terms, or upon receipt of goods. Terms of payment are determined by Specialty Product Sales Inc. and are subject to change on an individual basis. Any changes in terms will be sent to the buyer for approval. Specialty Product Sales, Inc. reserves the right to cease all business with delinquent buyers or if buyer is not able to agree to new terms.

Failure to pay within the agreed terms will accrue late fees detailed bellow;

- Past due invoices accrue interest at 1.75% per month.
- Past due invoices annually accrue a 21% late fee.

Payment methods:

- PayPal users, add 2.9% of invoice amount with \$0.30 (cents) service fee.
- INTERNATIONAL orders using PayPal add 3.9% plus \$0.30 (cents) service fee.
- All payments made with credit card accrue a 3% convenience fee.
- Checks are to be made out to Specialty Product Sales Inc.
- ACH/Wire Transfers are available as well please contact our office for bank routing details.

## **4. RECEIPT CONSTRUED AS DELIVERY**

Goods shall be deemed received by buyer when delivered to buyer at their specified shipping location.

**5. RISK OF LOSS**

The risk of loss from any casualty to the goods, regardless of the cause, shall be on seller until the goods have been accepted by buyer.

**6. WARRANTY OF NO ENCUMBRANCES**

Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

**7. WARRANTY OF TITLE**

Furthermore, seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

**8. RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods on arrival and, within 30 business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality or grade of the goods, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

BUYER

BUYER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date