

Purchase Agreement

PURCHASE/DISTRIBUTION AGREEMENT FOR CLOSEOUT MERCHANDISE

AMERICAN MERCHANDISE

LIQUIDATORS, INC (AML), an Alabama corporation having its principal place of business at 15810-A Highway 59, Foley, Alabama 36535, and You (PURCHASER), hereby agree that in the event AML elects to sell and Purchaser elects to buy ("CLOSEOUT MERCHANDISE") from AML both on a non-exclusive basis, that the following terms shall govern such transaction:

1. PURCHASER agrees that all purchases are non-cancelable. PURCHASER agrees that no publications or other materials referencing original sources of CLOSEOUT MERCHANDISE, such as department stores, catalog companies or mail-order companies or any affiliated company, will be made available to PURCHASER's customers or placed in the selling areas of any PURCHASER's outlets.
2. PURCHASER acknowledges that AML also sells defective and damaged goods ("SALVAGE MERCHANDISE") as well as CLOSEOUT MERCHANDISE. PURCHASER acknowledges that the salvage goods purchased are "as is, where is" without warranty of any nature or type whatsoever. PURCHASER further acknowledges that any "salvage goods" acquired hereunder do not include any expressed or implied warranties or any warranties of merchantability or fitness for a particular purpose, either from AML, the original manufacturer of the salvage goods or any other entity, such warranties hereby being expressly disclaimed by AML. Furthermore, AML disclaims any liability for damages of any kind, including direct, incidental or consequential damages, as a result of the use, sale or purchase of any of the salvage goods or the refusal of AML to sell to purchaser under this agreement. The original sales invoice document or request for payment document will disclose the nature of the goods offered and be the determining factor between SALVAGE MERCHANDISE and CLOSEOUT MERCHANDISE.
3. PURCHASER agrees to examine all CLOSEOUT and/or SALVAGE MERCHANDISE and destroy any written warranty, which may be packaged with the CLOSEOUT and/or SALVAGE MERCHANDISE prior to any resale of the CLOSEOUT and/or SALVAGE MERCHANDISE by PURCHASER, regardless to whom such sale is made.
4. PURCHASER further agrees to remove or obliterate any and all sales tickets, documents, labels, legends, stencil information, manuals, instructions, price tags or any other materials or information on the packaging or on CLOSEOUT and/or SALVAGE MERCHANDISE which in any way identify any original providers of CLOSEOUT and/or SALVAGE MERCHANDISE, such as department stores, catalog or mail-order companies or any affiliated or related company. Failure to condition merchandise in a manner that it is not returnable to the originating retail store for credit or cash refund, will be deemed a breach of this agreement. In addition to any other remedy Purchaser will pay ten thousand dollars as liquidated damages to AML.

5. PURCHASER agrees to indicate either by label on all CLOSEOUT and/or SALVAGE MERCHANDISE (or packaging therefore) or by conspicuous written notice at the point of purchase that such CLOSEOUT and/or SALVAGE MERCHANDISE do not contain any warranty. However, if PURCHASER desires to provide a warranty, PURCHASER shall provide such in writing to its customers and with such language that it is clear that PURCHASER is providing the warranty.

6. PURCHASER agrees to indemnify, hold harmless and defend AML and any affiliated or related company, employee and/or officers from, and AML hereby expressly disclaims any liability to PURCHASER or any third party for (a) any liability, loss or damage whatsoever, including attorney's fees, expenses and court costs resulting from any claims, suits, actions or charges against AML by any third party as a result of or in connection with either the purchase, use and/or resale of the CLOSEOUT and/or SALVAGE MERCHANDISE; (b) product liability claims based on sale, purchase, and/or use of CLOSEOUT and/or SALVAGE MERCHANDISE; (c) any breach of this Agreement by PURCHASER; and (d) any breach of a third-party sales agreement by PURCHASER or the third party.

8. PURCHASER agrees not to sell the merchandise within a 50-mile radius of any retail outlet managed by the original source of the CLOSEOUT and/or SALVAGE MERCHANDISE. PURCHASER FURTHER AGREES THAT Merchandise from Shopko will not be sold within a 200-mile radius of any Shopko owned store. PURCHASER agrees that representatives of AML may periodically inspect any of the PURCHASER'S business locations to verify strict compliance with all provisions of this agreement.

9. PURCHASER may sell CLOSEOUT and/or SALVAGE MERCHANDISE to unrelated third-party entities, provided that (a) PURCHASER has first complied with the obligations of paragraphs 2, 3, and 6 of this Agreement; and (b) such third-party entity has signed a written agreement with PURCHASER wherein such third party entity has agreed to be bound by terms and obligations at least as strict as those listed in this Agreement and with the Indemnity obligations and disclaimers inuring to the benefit of AML.

10. PURCHASER agrees that any and all claims for shortage of merchandise shall be received by AML no more than ten days following the date of shipment. AML shall have no responsibility or liability for any such claims received after such ten-day period. It shall be the responsibility of PURCHASER to remove and verify the seal number placed on the trailer door of full load shipments and obtain the driver's signature certifying changes of the seal number, (if any). It shall be the responsibility of the buyer to resolve all freight problems and/or claims directly with the freight company. The appropriate authorities will govern all freight discrepancies, following standard procedures.

11. PURCHASER agrees to maintain in strict confidence and not disclose to any third parties, any information relating to the price and other terms related to the purchase of CLOSEOUT and/or SALVAGE MERCHANDISE hereunder.

12. PURCHASER hereby releases and forever discharges AML and its successors and assigns from any and all liability PURCHASER may incur as a result of or related to the sale of CLOSEOUT and/or SALVAGE MERCHANDISE to PURCHASER and/or PURCHASER's resale of CLOSEOUT and/or SALVAGE MERCHANDISE.

13. This Agreement shall be construed in accordance with the laws of the State of Alabama. This Agreement shall not be assignable by either party hereto.

14. This Agreement may be terminated immediately by AML with or without cause by PURCHASER by providing immediate oral notice thereof to PURCHASER, followed by written notice specifying that the Agreement is hereby terminated. NO reasons for termination need be specified. Upon termination, AML shall have the right, but not the obligation, to immediately repurchase Purchaser's remaining inventory in CLOSEOUT and/or SALVAGE MERCHANDISE at the original purchase price to PURCHASER, with PURCHASER being responsible for shipment to AML including costs for and risk of loss or damage during shipment.

15. This Agreement supersedes all previous letters, understandings, written agreements, or verbal agreements between the parties which relates to the purchase of CLOSEOUT and/or SALVAGE MERCHANDISE by PURCHASER. If any provision of this agreement is found to be invalid or unenforceable, the balance of this agreement will remain in effect and if any provision is inapplicable in any circumstance, it will nevertheless remain applicable in all other circumstances.

16. PURCHASER shall be responsible for local, state and federal taxes assessed to any sales transactions occurring under this Agreement. All purchases shall require payment in full prior to release and delivery of CLOSEOUT and/or SALVAGE MERCHANDISE.

Other Liquidation web sites to visit.

<http://americanmerchandiseliquidators.com/>

<http://apparel-group.com/>

<http://cash4inventory.net/>

<http://palletliquidation.com/>

<http://truckload-liquidation.com/>

<http://american-merchandise-liquidators.com/>

<http://apparel-liquidations.com/>

<http://www.cash4inventory.com/>

<http://howtoliquidate.com/>

<http://liquidationbiz.biz/>

<http://liquidation-network.biz/>

<http://offpriceguys.com/>

<http://www.below-wholesale-supplier.com/>

<http://www.amlinc.com/>

<http://apparel-liquidations-group.com/>

<http://liquidation-network.com/>

<http://packasack.com/>

<http://truckloadliquidation.com/>