

DISTRIBUTOR SALES RETURN AGREEMENT

This Distributor Sales Return Agreement (the "Agreement") is entered into as of _____, 20_____
(the "Effective Date"), by and between:

Wholesaler/Manufacturer: _____

Address: _____

Contact Person: _____

Distributor: _____

Address: _____

Contact Person: _____

Collectively referred to herein as the "Parties" or individually as a "Party."

1. PURPOSE

This Agreement governs the terms, conditions, and procedures under which the Distributor may return purchased wholesale products to the Wholesaler/Manufacturer for credit, replacement, or refund.

2. RETURN AUTHORIZATION (RMA)

No products may be returned under this Agreement without a prior written Return Merchandise Authorization (RMA) issued by the Wholesaler/Manufacturer. Unauthorized returns will not be accepted and will be returned to the Distributor at the Distributor's sole expense.

3. ELIGIBLE RETURN CATEGORIES

Returns will only be considered under the following categories, subject to the conditions specified below:

- Defective/Damaged Goods:** Products that are received damaged or suffer from manufacturing defects must be reported within _____ days of receipt by the Distributor.
- Shipping/Order Errors:** Discrepancies between the ordered products and the delivered products must be reported within _____ days of receipt by the Distributor.
- Overstock/Slow-Moving Inventory:** Seasonal or overstock items may be returned subject to a restocking fee of _____ % and must be in resalable, original condition.

4. CONDITION OF RETURNED PRODUCTS

Except for products deemed defective under Section 3, all returned products must be in their original packaging, unopened, unused, unmarked, and in fully resalable condition. Any products not meeting these criteria will be rejected for return and credit.

5. RETURN PROCEDURE

The Distributor must follow this procedure to execute a return:

1. Submit a written RMA request detailing the product numbers, quantities, invoice numbers, and reasons for return.
2. Upon approval and receipt of an RMA number, pack the approved products securely.
3. Write the RMA number clearly on the outside of all shipping cartons.
4. Ship the products to the designated return address provided by the Wholesaler/Manufacturer.

6. SHIPPING COSTS AND RISK OF LOSS

The responsibility for shipping costs and risk of loss during transit shall be allocated as follows:

Reason for Return	Responsible Party for Shipping Cost	Risk of Loss Prior to Delivery
Defective / Damaged Goods	_____	_____
Order / Shipping Error	_____	_____
Overstock / Stock Adjustment	_____	_____

7. VALUATION OF CREDIT AND REFUND TERMS

Approved returns will be credited to the Distributor's account at the original invoice price, less any applicable discounts, rebates, restocking fees, or shipping costs. Credits issued under this Agreement shall be applied to future purchases and will expire _____ months from the date of issuance.

8. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State/Country of _____, without regard to its conflict of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Distributor Sales Return Agreement as of the Effective Date.

Wholesaler/Manufacturer:

Authorized Signature

Name: _____

Title: _____

Date: _____

Distributor:

Authorized Signature

Name: _____

Title: _____

Date: _____

