

Boutique Vendor Contract

The Boutique

The Vendor

1. Parties

This **Boutique Vendor Contract** ("**Contract**") has been signed by and between the parties indicated above, on _____. Boutique and Vendor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

The Boutique is a retail store, serves both physically and online, focusing on the sale of _____ and the Vendor is a professional supplier of _____. The Parties have agreed on the term and conditions of this Contract.

2. Scope of Contract

Within the scope of this Contract, the Vendor agrees to supply the Boutique with the textile products listed in this Contract for the purpose of resale. The Boutique shall have the right to sell these products through its physical retail locations, online store, or any other sales channels as mutually agreed by both Parties.

The Vendor also agrees to deliver the products to the Boutique within the scope of this Contract. The Vendor shall be responsible for ensuring timely delivery of the Products to the agreed-upon locations as specified in each purchase order.

3. Goods to be Sold

The Vendor agrees to supply the Boutique with the following textile products for resale, in accordance with the terms set forth in this Contract. The Products shall meet the standards of quality and specifications outlined below and shall be delivered as per the agreed-upon timelines and quantities.

All products to be sold must be new, unused, and free from defects in materials and workmanship. They must conform to the highest industry standards and meet all applicable legal and regulatory requirements regarding textile, wool and fur.

The Products to be supplied by the Vendor and sold by the Boutique under this Contract are as follows;

	Product	Remarks	Price (Per Unit)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

4. Order and Pricing Principles

The Boutique shall place orders for products by submitting written purchase orders specifying the quantities, descriptions, and delivery instructions for the products. Each purchase order shall be deemed an offer to purchase, subject to acceptance by the Vendor.

The Vendor shall acknowledge receipt of each purchase order and confirm the order in writing within _____ business days. If the Vendor is unable to fulfill the order, they must notify the Boutique immediately and provide alternative options. The Boutique agrees to meet minimum order quantity, which is _____ for any products. The Vendor may, at its discretion, accept smaller orders, but this is not guaranteed.

The prices for the Products shall be as listed in the product list above. These prices are fixed for the term of this Contract unless modified in writing by both Parties. The parties agreed to negotiate price increases in good faith.

The products are delivered to the boutique together with their invoice within _____ business days after the order is placed. Unless otherwise agreed in writing, payment for products will be due _____ days from the date of the invoice.

If the Boutique fails to pay within the agreed timeframe, the Vendor reserves the right to charge interest on the outstanding balance at a rate of _____% per month. The Vendor may also suspend future orders until the payment is made.

All payments under this Contract shall be made via _____.

The Vendor is responsible for the cost of shipping the products to the Boutique and extra fees cannot be charged to the Boutique for the delivery of the products. Risk of loss or damage to the products passes to the Boutique upon delivery to the agreed shipping address.

5. Term and Termination

This Contract shall commence on _____ and remain in effect for an initial term of _____ unless terminated earlier. After the initial term, the Agreement shall not be renewed automatically. If parties intended to continue the contractual relationship, either Party may provide written notice of renewal intent at least _____ before the end of the current term. In this case, the contract continues with the same conditions. Otherwise, the parties reserve the right to conclude a new contract with new provisions, including price changes.

The Parties may terminate this Contract at any time by mutual written consent.

Either Party may terminate this Contract immediately upon written notice if the other Party materially breaches any term or condition of this Contract and fails to cure such breach within _____ after receiving written notice of the breach.

Either Party may terminate this Contract if a force majeure event prevents the fulfillment of contractual obligations for a period exceeding _____.

Upon termination of this Contract the Vendor shall fulfill any outstanding orders placed before the effective date of termination unless otherwise agreed in writing by the Parties and the Boutique shall promptly pay the Vendor for any Products delivered and accepted prior to the termination date.

6. Unsold Products

The Boutique shall notify the Vendor in writing of the intent to return unsold products, providing a detailed list of items, quantities, and the reasons for return, provided that the products remain in their original, unused, and resaleable condition with all tags and packaging intact. The Vendor shall accept the return within _____ unless there is a valid reason.

All accepted returns must be accompanied by a return invoice prepared by the Boutique, detailing product descriptions and quantities being returned, original purchase order or invoice numbers and total value of the returned products based on the original purchase price.

7. Non-Exclusivity

This Contract does not create an exclusive relationship between the Boutique and Vendor. The Vendor retains the right to sell its Products to other retailers, businesses, or individuals, including within the same geographic area or market segment as the Boutique. Similarly, the Boutique is free to purchase and sell products from other vendors or suppliers. This clause ensures that both the Vendor and the Boutique have the flexibility to conduct business with other partners without breaching the terms of this Contract.

8. Intellectual Property

All trademarks, trade names, logos, designs, copyrights, patents, and other intellectual property rights associated with the products which is manufactured by the Vendor shall remain the sole property of the Vendor. The Boutique acknowledges that it acquires no rights, title, or interest in or to the Vendor's intellectual property except as explicitly provided in this Contract.

The Vendor grants the Boutique a non-exclusive, revocable, non-transferable license to use the Vendor's intellectual property solely for the purpose of marketing, promoting, and selling the products. This license does not include the right to modify, reproduce, or create derivative works based on the intellectual property unless expressly authorized in writing by the Vendor.

9. Defective Products

The Boutique shall inspect all products upon delivery, except for those that cannot be inspected by opening the package, and notify the Vendor in writing of any defective, damaged, or non-conforming products within _____ of receipt. The notification must include a detailed description of the defect or issue, along with supporting documentation such as photographs or videos.

Failure to notify the Vendor within this time period shall constitute acceptance of the Products as delivered, except for latent defects not discoverable upon reasonable inspection.

The Vendor shall replace any defective or non-conforming products at no additional cost to the Boutique. The replacement products shall be shipped within a reasonable period of time after the Vendor confirms the defect.

10. Governing Law

This Contract shall be governed by and construed in accordance with the applicable federal law and laws of the State of _____. Any disputes arising under or in accordance with this Contract shall be subject to the exclusive jurisdiction of the courts located in _____, _____.

Boutique

Name

Date

Signature

Vendor

Name

Date

Signature



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