

# Jackson Worldwide Sales Agreement

**Jackson Worldwide Policy Agreement Company Disclosure** Jackson Worldwide is in the wholesale business of buying and selling Store stock, Overstock and Returned/Salvage goods to businesses. As we deal with major department stores that are selling us their Store Stock and Returns/Salvage, some items will be current stock and some will be last season or mixed. We try to manifest or describe items to the fullest, as we want you to be a solid customer!

## Types of merchandise we currently carry:

**Store Stock** Store Stock represents first quality merchandise that has exceeded vendors aging standards and must be removed from the selling floor to clear the way for new merchandise. Store Stock lots can contain a small percentage of slightly distressed product (i.e. from fitting room damage)

**Customer Returns** The majority of this merchandise will vary from almost first quality (i.e. returned by a customer due to preference) to slightly distressed (i.e. broken zippers, missing a button, make-up stains, extreme wrinkling). Customer Return merchandise will be highly distressed. These are considered salvage from the stores we purchase them from of course.

**Defective/Damages** We try and give the best information to the problems that might arise above. Any verbal or written correspondence regarding the possibilities of working versus non-working percentages is an absolute estimation.

## Invoicing & Payment Procedures

- Upon receiving a verbal and/or written commitment to purchase merchandise from the client, an invoice will be processed by the Sales Office. A copy of the invoice will be e-mailed or faxed to the purchasing client.
- Payment is required within 24 hours (1 business day) of receipt of an invoice or the merchandise is subject to be re-sold.
- Hold Deposits: All deposits are 10% to 20% of the merchandise amount on your Invoice in order to reserve your order until full balance is received. This is a binding and non-refundable contract and the amount is non-refundable and non-transferable. All cancellations are subject to this charge - no orders (partial or full) will be shipped until full payment amount is received.

Any grace periods or payment extensions are subject to approval from our authorized staff and only written extensions will be acceptable.

We will hold small lot merchandise of up to 600 pieces and/ or lots of 3 pallets with a deposit for 3 business days then the hold and deposits will be null and void

We will hold large lot merchandise from 601 pieces, multi-pallet lots over three pallets up to truck / container loads with a deposit for 10 business days then the hold and deposits will be null and void

- Jackson Worldwide accepts Credit Card and Bank Wire Transfers. We also accept checks (on USA banks only), we no longer accept International Bank Drafts/Cheques, or International Money Orders

## Shipping Polices & Procedures

- Items will not be shipped until FULL payment is received and Bank Drafts/Checks have cleared. NO COD orders.

## Terms and Conditions

**1. Description of Service** We specialize in designer apparel, accessories, footwear as well as other consumer merchandise (i.e., hard goods, furniture, clothing and accessories). We buy in large quantity and offer smaller quantities to our customers. We ship FOB our Seattle Washington, Tacoma Washington, and Kent Washington warehouse as well many other direct FOB points. We have a freight department to handle your shipping at the lowest possible rates. We export and import We offer excellent customer service. We want our customers to be successful. Your success is our success.

We support Off Price Buyers: (i.e., eBayers, Retailers, Online Retailers, Surplus Stores, Chain Stores, Wholesalers, Exporters, Distributors, Brokers, Auctioneers, Flea Market Vendors, Non-Profit Organizations, Yard Sales, etc).

**2. Changes to Terms of Service.** The Terms of Service are subject to update by Jackson Worldwide. at any time with or without notice.

**3. Registration** When you register at our web sites : [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com), you agree to receive updates and notices via email about the products and or services that we offer. You can request to be removed from the mailings at any time. (See 6. Term and Termination).

**4. Use of Materials** The content within [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com), is protected by copyright laws; [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com), includes both content owned or controlled by Jackson Worldwide as well as content owned or controlled by third parties (collectively, the "Materials"). Jackson Worldwide authorizes you to view and download the Materials for your personal or commercial use. You may not sell the Materials or reproduce, display, distribute, or otherwise use the Materials in any way for any commercial purpose without the written permission of Jackson Worldwide.

If you would like information about obtaining Jackson Worldwide permission to use any of the Materials on your Web site, please send an e-mail to [info@shopsamplesale.com](mailto:info@shopsamplesale.com).

**5. Links** [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com), may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Jackson Worldwide has no control over such sites and resources, you acknowledge and agree that Jackson Worldwide is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content on or available from such sites or resources. You further acknowledge and agree that Jackson Worldwide shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or resource.

**6. Term and Termination** These Terms of Service will apply to your use of [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com),. You may terminate your account at [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com), immediately at any time, for any reason, by contacting

[info@shopsamplesale.com](mailto:info@shopsamplesale.com) We may terminate your use of the Service immediately at any time, for any reason, and at such time you will have no right to use [wholesale.shopsamplesalestore.com](http://wholesale.shopsamplesalestore.com) and [inventory.shopsamplesalestore.com](http://inventory.shopsamplesalestore.com).

### **Purchase/Distribution for Closeout Merchandise**

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 Jackson Worldwide 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 Jackson Worldwide, the original manufacturer of the salvage goods or any other entity, such warranties hereby being expressly disclaimed by Jackson Worldwide. Furthermore, Jackson Worldwide 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 Jackson Worldwide 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 Jackson Worldwide.

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 Jackson Worldwide and any affiliated or related company, employee and/or officers from, and Jackson Worldwide 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 Jackson Worldwide 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 Jackson Worldwide 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 Jackson Worldwide.

**10.** PURCHASER agrees that any and all claims for shortage of merchandise shall be received by Jackson Worldwide no more than ten days following the date of shipment. Jackson Worldwide 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 Jackson Worldwide 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 Washington. This Agreement shall not be assignable by either party hereto.

**14.** This Agreement may be terminated immediately by Jackson Worldwide 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, Jackson Worldwide 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 Jackson Worldwide 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

accessed 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

**Company Information**

Company Name: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Type of Company (Retail Store, Jobber, Broker, Exporter, Internet Seller, Wholesaler or Specify Other: \_\_\_\_\_)

Tax ID Number: \_\_\_\_\_

Exporter License Number: \_\_\_\_\_ (International Companies Only)

**Bill to Information**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

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

Country Code: \_\_\_\_\_

Fax No. \_\_\_\_\_

**Ship to Information** (if different from Bill to Information)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

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

Country Code: \_\_\_\_\_

Fax No. \_\_\_\_\_

**Special Instructions:**

If your company has more than one ship to address, please note these here:

**Other Information**

- Does your company have stores or divisions that operate under a different company name than the one you indicated in the Company Information section?  
\_\_\_ **No** \_\_\_ **Yes** (please note any additional names):

**Confirmation of Agreement to Policies, Terms & Conditions** Please confirm that you have reviewed and understand Jackson Worldwide policies and procedures for payment and shipping as well as all of our terms and conditions. I authorize understand Jackson Worldwide to keep this agreement on file and apply these policies to all future transactions made between Jackson Worldwide and myself. In signing this agreement, I chose to waive my rights to any claims against Jackson Worldwide in the event of losses, missing quantities, and defective items found in the goods I purchased. We do our best in being accurate in our description and we of course strive to form a permanent bond between us so that we will have many transactions to build your company and our own. Any gross misrepresentation will be taken care of going forward. Please acknowledge your agreement to follow these for all purchases that your company may make, by signing and entering today's date below:

Signature: \_\_\_\_\_

Please Print Your Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Thank you! Please fax your completed Sales Agreement to 206-984-3984**