

MARJOSE ENTERPRISE Supplier Shipment Agreement Form



This Consignment Agreement states the terms and conditions that govern the contractual agreement between [SUPPLIER NAME], (the "Supplier") located at [ADDRESS] and MARJOSE ENTERPRISE (the "Vendor"), located at [ADDRESS] who agree to be bound by this Agreement from this day [SIGNED DATE] until [CONTRACT END DATE].

RECITALS

The Supplier owns the right and title to the items described on Exhibit A attached hereto and MARJOSE ENTERPRISE has agreed to undertake the marketing of supplier's merchandise on the terms set forth in this agreement.

RIGHT TO SELL. The Consignor hereby grants MARJOSE ENTERPRISE the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.

MINIMUM PRICE. The minimum price of the product should be given to MARJOSE ENTERPRISE so it may sell the Consigned Items as described on the Inventory page attached. In the event MARJOSE ENTERPRISE sells the Consigned Items for less than the Minimum Price, the Consignor shall be entitled to the same payment the Consignor would receive as its share of the sale price under this Agreement had the Consigned Items been sold for the minimum amount.

CONSIGNMENT FEE. MARJOSE ENTERPRISE will increase a Supplier's product price by a minimum of **30% or higher**. It is best to give the products at the lowest prices to the Consignee for better and easier marketing. The consignment fee is the only way for MARJOSE ENTERPRISE to gain profit.

DELIVERY OF PRODUCTS. Options are dependent on the supplier's location. Take note that products under this agreement has a 3-7 days delivery expectation since items are not with MARJOSE ENTERPRISE.

Direct Pick Up (Metro Manila and Rizal for now) – The Supplier maintains possession of the products and is notified (call, sms, email) by MARJOSE ENTERPRISE when an order is received. The Supplier packages the product and MARJOSE ENTERPRISE sends a courier service to pick up the packaged item from the Supplier's address and completes shipping.

Drop Shipping (Rizal Only for now) - The Supplier maintains possession of the products and is notified (call, sms, email) by MARJOSE ENTERPRISE when an order is received. The Supplier packages the product and drops it at the address stated by MARJOSE ENTERPRISE. MARJOSE ENTERPRISE completes the shipping via partner courier services.

Outside Rizal and Metro Manila – only the Supplier Consignment Agreement is applicable. The Supplier ships the item at the address stated by MARJOSE ENTERPRISE.

INVENTORY. The Supplier is required to provide an inventory update of their items posted on MARJOSE ENTERPRISE website. The inventory should be sent daily before 10pm to lessen or eliminate back orders. If there was no inventory update provided, MARJOSE ENTERPRISE will immediately assume that items are in stock.

ORDERING PROCEDURES.

1. Orders for fulfillment will be submitted by MARJOSE ENTERPRISE to the Supplier through email, call and sms with the information below
 - a. Order Number
 - b. Item Name
 - c. Number of Items ordered

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2. MARJOSE ENTERPRISE will email the Supplier the Package Label (attached sample) that contains the Customer's delivery and order details. The Supplier is required to print this out and tape it securely to the package.
 - a. If this is for Direct Shipping, the package should only be sealed after it's been quality checked by the courier picking up the item.

QUALITY CHECK.

Direct Shipping - MARJOSE ENTERPRISE's courier should check the items quality before the Supplier completes packaging. If items are defective or broken these items should immediately be replaced by the Supplier before MARJOSE ENTERPRISE's courier fulfills the order. The Supplier is required to make the courier sign that the items are in good shape. If the Supplier failed to have the courier acknowledge the quality of items received, then the Supplier will be liable for refunds and returns.

Drop Shipping – see refunds and returns.

REFUNDS AND RETURNS.

MARJOSE ENTERPRISE offers a 14 day return and refund policy for damaged, wrong, faulty goods or likewise shipped by the supplier, shall be returned on request of the customer within 14 days after receipt of item. The Supplier is under obligation to replace the item if after proper examination found the item to be faulty before shipment. The item will be returned at MARJOSE ENTERPRISE's office which will sent be to the Supplier as soon as possible.

MARJOSE ENTERPRISE is under obligation to refund the customer only if they do not want replacement or incentives on their next purchase. Any refund issued by MARJOSE ENTERPRISE will be charged to the Supplier.

PRODUCT QUALITY DECLARATION. MARJOSE ENTERPRISE has a **100% buyer protection guarantee** declared on its website. The Supplier should declare if items for selling are original, imitations, brand new or used. MARJOSE ENTERPRISE will declare the product quality of the item based on the information that Supplier will provide as marketing strategy. If in any case the product's quality was not declared correctly and MARJOSE ENTERPRISE received a complaint, the Supplier is required to pay MARJOSE ENTERPRISE EMPORIUM a damage fee of Php25,000 per product sold that received a valid complaint. If in case the items were smuggled, the Supplier will be reported to the government and is required to pay MARJOSE ENTERPRISE a damage fee of Php100,000. It's MARJOSE ENTERPRISE'S name and business that will be on the line for situations like these.

SALE OF MERCHANDISE. All sales made by MARJOSE ENTERPRISE shall be for cash. Credit sales may be made by MARJOSE ENTERPRISE on written authority only, and on terms which Supplier may approve prior to such sales.

CONSIGNOR REPRESENTATION. The Supplier hereby represents and warrants that MARJOSE ENTERPRISE holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

EXPENSES. MARJOSE ENTERPRISE shall bear all expenses for shipping the Consigned Items.

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

PARTNER BRANDING. As a pioneer supplier, MARJOSE ENTERPRISE will create a free webpage for the Consignor as part of their branding. The Consignor page will appear in the Partners page and will showcase all the products the Consignor sells. The Consignor will also be provided their own web page links: www.consignor.marjose.com or www.marjose.com/consignor

CUSTOMER REFUND. The Consignor is not liable for any customer refunds since the products were with MARJOSE ENTERPRISE before shipment.

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MONTHLY STATEMENT - COMPENSATION. MARJOSE ENTERPRISE shall furnish the Consignor with weekly statements indicating all sales transactions during the previous week and the extent of current inventory. Such statements shall be received by the Consignor every Tuesday.

With the monthly statement, MARJOSE ENTERPRISE shall remit to principal all monies received from the sale of goods according to the prices given by the Consignor.

The Consignor shall provide a bank payment detail which will be used for this purpose, MARJOSE ENTERPRISE shall keep all proof of payment and send a copy to the Consignor for verification purposes if the need arises. All payments shall be made via BANK DEPOSITS for proper documentation

Bank Name and Branch: _____

Account Name: _____

Account Number _____

Phone Number: _____

TERMINATION. This agreement is not assignable and may be terminated by either party with written notice to the other or proper contact and notification. Termination of the contract is effective 30 days after both parties agree.

GOVERNING LAW. This agreement is not assignable and may be terminated by either party with written notice to the other or proper contact and notification.

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IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[CONSIGNOR]

[NAME, SIGNATURE] DATE

[CONSIGNEE]

[NAME, SIGNATURE] DATE

By signing this form, both parties agree to the MARJOSE ENTERPRISE Privacy Policy www.marjose.com/privacy-policy

SUPPLIER INFORMATION

FULL NAME:	
PERMANENT ADDRESS:	
EMAIL ADDRESS:	
SHOP NAME:	
SHOP ADDRESS:	
CONTACT NUMBER:	
DESIRED WEBPAGE NAME:	
ID1 PRESENTED:	
ID1 NUMBER:	
ID2 PRESENTED:	
ID2 NUMBER:	