**GENERAL AGREEMENT**

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms. This sales agreement made on {{agreement\_date}} constitutes a legal agreement between {{business\_name}} and SELLER

{{business\_name}} : an official Woot’s vendor.

SELLER,  {{seller\_name}} , 3rd party seller on Amazon marketplace with Amazon registered email address, {{seller\_email}} , The store link is listed as follows: [{{store\_link}}]

# EFFECTIVE

This agreement is effective when {{seller\_name}} accepts by responding a verification email to {{business\_name}}.

# APPOINTMENT OF RESELLER

{{seller\_name}} hereby authorizes {{business\_name}} to sell their products through Woot Services LLC under {{business\_name}} ‘s vendor account and {{business\_name}} accepts the authorization and appointment.

# PURCHASE ORDERS

1. {{business\_name}} shall submit all Purchase Orders for Products to SELLER in writing stating all products required to SELLER's Amazon registered address via his work address indicated above.
2. Within 12 hours of receiving a Purchase Order from {{business\_name}}, SELLER shall accept or reject to the Purchase Order in writing via email.
3. If SELLER fails to notify {{business\_name}} of its acceptance, rejection, or proposed modification, {{business\_name}} may deem that SELLER accepted the Purchase Order.
4. Upon Acceptance of PO, SELLER shall specify all the product details including but not limited to FNSKU, ASIN and Quantity for the orders by sending an electronic mail to {{business\_name}}’S e-mail address via the SELLER’s Amazon registered e-mail address.
5. SELLER shall notify {{business\_name}} on Authorization to flip Inventory from SELLER’s FBA to Woot’s possession in an electronic mail to {{business\_name}}’S email address via SELLER’s Amazon registered address. There will be no fees stitched to this action.
6. {{business\_name}} may choose to cancel part or all of a Purchase Order before the flipping of Inventory. SELLER agrees that {{business\_name}} is not liable for any damages incurred from this action but solely the SELLER’s responsibility,

# ****PRODUCTS****

1. SELLER shall fulfill all of {{business\_name}}’S Purchase Orders that SELLER accepts, and replace or repair defective Products that are under warranty.
2. SELLER agrees that Woot will sell SELLER’s products on Woot.com and on Amazon.com.
3. {{business\_name}} shall return all products not sold by Woot Services back to SELLER’s FBA Inventory before payment. {{business\_name}} will not and is not obligated to pay any fees regarding this action.

# ****INAUTHENTICITY OF PRODUCTS****

**SELLER will be held liable for any damages, losses, or costs** including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, or otherwise, suffered by a third party **arising from inauthenticity of product. {{business\_name}} reserves the right not to pay SELLER for these products.**

# ****PRICE OF PRODUCTS****

SELLER agrees not to use promotional content including but not limited to coupons at any time during the term of this Agreement for any reason. SELLER shall sell product at agreed retail price specified in electronic mail sent to {{business\_name}} at the acceptance of the Purchase Order. There shall be no increase or decrease from agreed price.

# ****PAYMENT****

1. SELLER agrees that SELLER’s payment is due based on the final sale number of the products which will be determined at the end of Woot’s promotion. {{business\_name}} shall send SELLER the final sale number, which is a total number of the SELLER’s products sold, only then shall SELLER send an invoice to {{business\_name}};
2. SELLER shall make each invoice to {{business\_name}} in writing, including, an invoice date and number, the total amount due, and the calculation of the total amount, and send each invoice after SELLER has received Final Sale Number from {{business\_name}};
3. SELLER shall receive payment within 20 - 30 working days after SELLER has sent invoice upon receipt of Final Sale Number.

# LIMITATIONS AND LIABILITY

{{business\_name}} will not be liable for any loss, cost or damage thereto, but only to the extent that any such losses, costs or damages is not due to the negligence.

# REPRESENTATIONS AND WARRANTIES

The SELLER represents and warrants that the products provided are not false and inauthentic, is in compliance with all applicable laws, does not infringe upon the rights of any other party, including but not limited to copyrights, trademarks, privacy rights, moral rights, trade secrets, patents and any other rights.

# NON-DISCLOSURE

All information regarding business and prospects including but not limited to Transactions, Invoices, Purchase Order and Full Sale Number shared between {{business\_name}} and SELLER is to be treated confidentially. As to such materials, SELLER shall not disclose any transaction, information, commutation between the SELLER and {{business\_name}} to a third party. {{business\_name}} will not be held liable for damages, losses and costs incurred if SELLER breaches Confidentiality.

# TERMINATION

You agree not to hold {{business\_name}} liable for any damages from the termination of this agreement. Your account will be terminated if:

1. You violate this Agreement;
2. If products are fake or inauthentic;
3. {{business\_name}} considers that the working relationship has broken down including a loss of confidence and trust;
4. Any breach in Confidentiality.

Termination holds after ongoing transaction.

# INDEMNIFICATION

The SELLER will indemnify and hold {{business\_name}} harmless from and against any damages, losses and expenses arising out of SELLER's breach of its representations and warranties under this agreement, claim that sale of Products infringes the third party's Intellectual Property rights, inauthenticity of products.

# ENTIRE AGREEMENT

1. This Agreement hereto constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. It supersedes and replaces all previous discussions, negotiations and misunderstanding between the parties.
2. This Agreement may only be amended by a written amendment signed by authorized representatives of both parties.

# LAW

This Agreement shall be governed by and construed in accordance with the substantive laws of the United States and the state of California without regard to such state’s conflict of laws principles and any action shall be initiated and maintained in a forum of competent jurisdiction in such designated state.