

SUPPLIER AGREEMENT

Between CASAMAX and Supplier

1. PARTIES

This Supplier Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between:

CASAMAX ("Platform" or "CASAMAX"), a web and mobile shopping platform, with its principal place of business at _____
AND

_____ ("Supplier"), a manufacturer/distributor with its principal place of business at _____

2. RECITALS

WHEREAS, CASAMAX operates a web and mobile shopping platform that connects consumers with suppliers;

WHEREAS, Supplier desires to list and sell its products through the CASAMAX platform;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

3. NATURE OF RELATIONSHIP

1. **Platform Service Only.** CASAMAX is solely a technology platform that facilitates connections between Suppliers and consumers. CASAMAX is not a seller, distributor, manufacturer, or retailer of any products listed on the platform.
2. **Independent Contractor.** Supplier is an independent contractor and not an employee, agent, partner, or joint venturer of CASAMAX. Nothing in this Agreement shall create any employment, agency, partnership, or joint venture relationship between the parties.
3. **No Endorsement.** CASAMAX's provision of platform services does not constitute an endorsement, recommendation, or warranty of any Supplier products.

4. SUPPLIER RESPONSIBILITIES

Supplier shall be solely responsible for:

- Product quality, safety, compliance with all applicable laws and regulations
- Accuracy of all product descriptions, specifications, images, and pricing
- Inventory management and stock availability
- Order fulfillment, packaging, and shipping to customers
- Timely delivery of products to customers
- Customer service, returns, refunds, and warranty claims
- Obtaining all necessary licenses, permits, and insurance
- Payment of all taxes related to product sales
- Product defects, damages, errors, or omissions

5. PLATFORM FEES AND COMMISSION

4. **Commission Rate.** Supplier agrees to pay CASAMAX a platform fee of fifteen percent (15%) of the final sale price for each completed transaction.

5. **Calculation Basis.** The commission shall be calculated based on the final sales price (excluding taxes and shipping fees charged to the customer) upon delivery confirmation by the customer or after the applicable return period has expired.
6. **Payment Terms.** CASAMAX shall remit payment to Supplier within _____ business days after delivery confirmation, less the applicable platform fee. Payment shall be made via _____.
7. **Transaction Records.** CASAMAX shall provide Supplier with monthly statements detailing all transactions, commissions, and payments.

6. LIMITATION OF LIABILITY

8. **No Liability for Products.** CASAMAX SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES, OR EXPENSES ARISING FROM OR RELATED TO:
 - Product defects, errors, omissions, or inaccuracies
 - Product descriptions, specifications, or representations made by Supplier
 - Delivery delays, failures, or damages during shipping
 - Product safety, quality, or compliance issues
 - Customer disputes, returns, or refund requests
 - Intellectual property infringement claims
 - Personal injury or property damage caused by products
9. **Platform Availability.** While CASAMAX strives to maintain platform availability, CASAMAX shall not be liable for any downtime, technical issues, or interruptions to the platform service.
10. **Maximum Liability.** In no event shall CASAMAX's total liability to Supplier exceed the total platform fees paid by Supplier to CASAMAX in the three (3) months preceding the claim.
11. **Consequential Damages.** CASAMAX SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, OR LOST DATA.

7. INDEMNIFICATION

Supplier agrees to indemnify, defend, and hold harmless CASAMAX, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Supplier's products, including product defects, safety issues, or non-compliance
- Supplier's breach of this Agreement
- Supplier's violation of any applicable laws or regulations
- Inaccurate or misleading product information provided by Supplier
- Supplier's failure to fulfill orders or deliver products
- Intellectual property infringement by Supplier's products or content

8. PRODUCT LISTINGS

12. **Accuracy Requirement.** Supplier warrants that all product information, including descriptions, images, specifications, and pricing, is accurate, current, and not misleading.
13. **Compliance.** Supplier warrants that all products comply with applicable laws, regulations, and safety standards.
14. **Platform Rights.** CASAMAX reserves the right to remove any product listings that violate this Agreement, platform policies, or applicable laws without prior notice.

9. DELIVERY AND FULFILLMENT

15. **Supplier Obligation.** Supplier is solely responsible for fulfilling all orders, including proper packaging, shipping, and timely delivery to customers.
16. **Delivery Timeframes.** Supplier shall deliver products within the timeframe specified in the product listing or as communicated to the customer at the time of purchase.
17. **Delivery Confirmation.** Supplier shall provide delivery confirmation and tracking information through the platform for all orders.
18. **Failed Deliveries.** Supplier shall be responsible for all costs and consequences associated with failed deliveries, including reshipment or refunds.

10. RETURNS AND REFUNDS

19. **Supplier Responsibility.** Supplier shall establish and communicate its return and refund policy to customers. Supplier is solely responsible for processing all returns and issuing refunds.
20. **Commission Adjustment.** In the event of a return or refund, CASAMAX shall refund or credit the applicable platform fee to Supplier.
21. **Customer Service.** Supplier shall handle all customer service inquiries, complaints, and disputes related to its products.

11. INTELLECTUAL PROPERTY

22. **Supplier Content License.** Supplier grants CASAMAX a non-exclusive, worldwide, royalty-free license to use, display, and distribute Supplier's product information, images, and trademarks solely for the purpose of operating the platform.
23. **Supplier Warranty.** Supplier warrants that it has all necessary rights to grant the above license and that Supplier's content does not infringe any third-party intellectual property rights.
24. **Platform Intellectual Property.** CASAMAX retains all rights to its platform, technology, trademarks, and intellectual property.

12. TERM AND TERMINATION

25. **Term.** This Agreement shall commence on the Effective Date and continue until terminated by either party.
26. **Termination for Convenience.** Either party may terminate this Agreement with thirty (30) days' written notice to the other party.
27. **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice.
28. **Effect of Termination.** Upon termination, Supplier shall remove all product listings and fulfill all pending orders. CASAMAX shall remit all outstanding payments less applicable platform fees.
29. **Survival.** Sections 4, 6, 7, 11, and 13 shall survive termination of this Agreement.

13. GENERAL PROVISIONS

30. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.
31. **Amendment.** This Agreement may be amended only by written agreement signed by both parties.
32. **Governing Law.** This Agreement shall be governed by the laws of _____ without regard to conflict of law principles.

33. **Dispute Resolution.** Any disputes arising under this Agreement shall be resolved through [binding arbitration / mediation / court jurisdiction in _____].
34. **Notices.** All notices shall be in writing and delivered to the addresses set forth above or as otherwise specified by either party.
35. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.
36. **Severability.** If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.
37. **Waiver.** No waiver of any provision shall be deemed a waiver of any other provision or subsequent breach.
38. **Force Majeure.** Neither party shall be liable for failure to perform due to causes beyond its reasonable control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CASAMAX

By: _____

Name: _____

Title: _____

Date: _____

SUPPLIER

By: _____

Name: _____

Title: _____

Date: _____

LEGAL DISCLAIMER

This document is a template and should be reviewed and customized by a qualified attorney before use. This template is provided for informational purposes only and does not constitute legal advice. Laws vary by jurisdiction, and you should consult with legal counsel to ensure this agreement complies with all applicable laws and adequately protects your interests.