WHOLESALE PURCHASE AGREEMENT

Business form for attorney review before first use.

Seller	Empire Clearance LLC
Buyer legal name	_____
Buyer address	_____
Buyer email / phone	_____
Resale certificate	State: _____ Number: _____
Quote / invoice number	_____
Goods / lot description	_____
Quantity	_____ units / cartons / pallets
Purchase price	$_____
Pickup / shipment date	_____
Delivery method	[ ] Local pickup [ ] Buyer-arranged carrier [ ] Seller-arranged carrier

This Wholesale Purchase Agreement (the “Agreement”) is entered as of the last signature date below by Empire Clearance LLC (“Seller”) and the buyer identified above (“Buyer”). The accepted quote, invoice, packing information, and any written addendum are incorporated into this Agreement.

1. BUSINESS PURCHASE AND RESALE CERTIFICATE

Buyer represents that it purchases the goods for business resale and not for personal, family, or household use. Buyer will provide a valid resale certificate before purchase and is responsible for taxes, permits, duties, and compliance applicable to its resale activities.

2. GOODS AND ASSORTMENT

The written quote or invoice controls the stated quantity, lot type, and any category limitations. Unless expressly stated otherwise, lots are mixed and may vary by brand, category, size, color, style, season, packaging, and condition. Photographs, samples, brand lists, and sample manifests are representative and do not guarantee particular items or resale value.

3. LIQUIDATION CONDITION

The goods are liquidation merchandise and may include department-store shelf pulls, overstock, new-with-tags goods, new-without-tags goods, packaging wear, customer handling, missing tags, and disclosed defects. Seller may identify known defects in a quote, title, manifest, packing information, or other written description. Buyer acknowledges that mixed wholesale lots are not individually retail-inspected unless the quote expressly states otherwise.

4. AS-IS SALE; WARRANTY DISCLAIMER

THE GOODS ARE SOLD “AS IS” AND “WITH ALL FAULTS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY REGARDING RESALE PRICE, SELL-THROUGH RATE, PLATFORM ELIGIBILITY, PROFIT, OR FITNESS FOR BUYER'S PARTICULAR SALES CHANNEL. Any express commitment must appear in the accepted written quote or this Agreement.

5. PRICE AND PAYMENT

Buyer must pay the full purchase price in cleared funds before release or shipment. Accepted payment methods are those stated on the invoice and may include direct online payment, ACH, or wire. Seller does not hold inventory with a deposit. Inventory remains available to other buyers until Seller receives cleared payment and all required documents.

6. FINAL SALE; INSPECTION

All purchases are final sale. Before payment, a qualified Buyer may request a reasonable inspection appointment, subject to availability and warehouse rules. If Buyer inspects the goods, refuses an offered inspection, or buys from representative information, Buyer accepts the condition and assortment risks described in this Agreement. Nothing in this clause eliminates rights that cannot lawfully be waived.

7. QUANTITY AND NOTICE

Buyer must count cartons, pallets, or units promptly at pickup or delivery and note visible loss or damage on the carrier receipt. Buyer must send written notice of a claimed material shortage or mis-shipment, with photographs and supporting records, within two business days after receipt. Seller may verify the claim and, if substantiated, choose a commercially reasonable correction, credit, or refund for the affected portion.

8. FULFILLMENT

Seller's usual fulfillment target is 3–5 business days after cleared payment and completed documents. Timing is an estimate unless the accepted quote states a firm date. Seller will communicate a material delay and may cancel and refund an unfulfilled order if performance becomes commercially impracticable.

9. PICKUP AND WAREHOUSE RULES

Local pickup is by confirmed appointment only. A loading dock is available; ground-level loading is not. Buyer is responsible for arriving with a suitable vehicle, driver, equipment, and labor. Buyer and its contractors must follow site safety directions. Warehouse address information may be withheld until qualification and scheduling.

10. SHIPPING, FREIGHT, AND RISK OF LOSS

Unless the accepted quote expressly requires Seller to deliver to a particular destination, any Seller-arranged shipment is a shipment contract: risk of loss passes to Buyer when conforming goods are duly delivered to the carrier. For Buyer-arranged freight or pickup, Buyer assumes risk when the goods are released to Buyer or its carrier. Buyer is responsible for freight, insurance, accessorials, customs, brokerage, and import costs unless the accepted quote states otherwise.

11. CARRIER CLAIMS

Buyer will inspect external packaging at delivery and preserve packaging and evidence needed for a carrier claim. Seller will provide commercially reasonable shipping records in its possession. Carrier delays, concealed transit damage, and loss after risk has passed are between Buyer and the carrier, except to the extent caused by Seller's breach.

12. RESALE AND THIRD-PARTY PLATFORMS

Buyer controls its own listings, pricing, product claims, taxes, shipping, customer service, returns, and compliance with marketplace rules. Seller does not guarantee that any item or brand may be sold on a particular platform. Buyer will not state or imply that Seller or any department store authorizes Buyer's resale business.

13. LIMITATION OF LIABILITY

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, special, exemplary, or consequential damages, including lost profits or lost resale opportunity. Seller's aggregate liability arising from a lot will not exceed the amount Buyer paid for the affected goods. This limitation does not apply where prohibited by law.

14. DEFAULT AND CANCELLATION

If Buyer fails to pay, provide required documents, appear for pickup, or arrange freight within the agreed time, Seller may cancel the order, return any funds less documented nonrecoverable costs where lawful, and make the inventory available to others. No cancellation or modification is effective unless confirmed in writing by Seller.

15. GOVERNING LAW; VENUE

New York law governs this Agreement, without regard to conflict-of-law rules. The parties consent to exclusive venue in state or federal courts serving Jefferson County, New York, unless they agree in writing to another dispute process.

16. ENTIRE AGREEMENT; ELECTRONIC SIGNATURES

This Agreement, the accepted quote or invoice, and written addenda are the entire agreement for the transaction. A waiver or amendment must be in writing. Electronic signatures and counterparts are effective. If a provision is unenforceable, the remainder remains in effect.

ACCEPTANCE

The undersigned acknowledge that they are authorized to bind their organizations, have read this Agreement, and accept its terms together with the applicable quote or invoice.

SELLER — EMPIRE CLEARANCE LLC	BUYER
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Quote / invoice: _____	Resale certificate received: [ ] Yes [ ] No

Document-control note

Review this form with New York counsel before first use and after any material change to sales, payment, inspection, pickup, shipping, or dispute procedures. Keep the signed Agreement with the accepted quote, proof of payment, resale certificate, packing information, and pickup or shipping records.