by and between Ameri-Brand Products Inc. and manufacturer/distributor (herein referred to as "The Seller")" of the Product.

For value received, both Buyer and Seller agree to the following terms and conditions:

1. SALES PROCESS
Seller agrees to sell merchandise and/or service(s) to Ameri-Brand Products Inc. via an online sales system. At the time of sale, the merchandise and/or service(s) are simultaneously marked up and resold by Ameri-Brand Products Inc. to their own customers (herein referred to as "The End User(s)") and delivered by the Seller, either in person or by shipment. This delivery is to occur after the End User has fully paid for the merchandise and/or service(s) by credit or debit card utilizing the Ameri-Brand "Manufacturers Direct" online sales system.

2. PAYMENT TO AMERI-BRAND PRODUCTS INC
As transactions are completed on the online system by the SELLER, the funds are deposited automatically into Ameri-Brand Products Inc. financial institution.

3. PAYMENT TO SELLER
As each successful transaction occurs, a detailed invoice is generated and forwarded via email automatically to both Ameri-Brand Products Inc. and the Seller. An online interface is provided by Ameri-Brand Products Inc. to enable the Seller to view recent transaction history at any time. Payment of the purchase price for goods and/or services (Merchandise) acquired from the seller shall be made directly to the Seller under net 30 day terms.

4. PAYMENT DEFAULT
Any outstanding balance due to the Seller on all invoices shall become due in full immediately upon default on the payment of any invoice. Default is defined as failure to pay pursuant to the 30 day net terms.

5. LIMITS
Ameri-Brand Products Inc. places no limit on the quantity or dollar value of the sale. There are no requirements to use the system.

6. PARTICIPATION IN REVENUE
Seller understands that Ameri-Brand Products Inc. may enlist the services of outside sales representatives and/or (with the Sellers permission) compensate The Sellers representatives to encourage the use of the system. These individuals would be compensated directly by Ameri-Brand Products Inc.. One percent (1%) of the total net sale to The End User is moved into a Rewards Account and set aside for the Seller to distribute. Each time this account reaches a total of $25.00 it is paid to the Seller via VISA cash card.

7. WARRANTY
Unless otherwise stated in writing, Ameri-Brand Products Inc. does not warrant any merchandise but only passes along the warranty of the manufacturer or distributor. Any and all warranty issues are the responsibility of the Seller. Ameri-Brand shall (at the Sellers request) provide a go-between service to the End User and The Seller.

8. SEVERABILITY
In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity if the remaining portions of this Agreement, and Ameri-Brand Products Inc. and the Seller agree to substitute for the invalid provision a valid provision which must closely approximate the economic effect and intent of the invalid provision.

9. ENTIRE AGREEMENT
This Agreement together with any other standard agreements the Seller may use with other Buyers, constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement and the said agreements supersede all prior and contemporaneous undertakings and agreements that the parties, whether written or oral, with respect to the subject matter herein.

CLICKING "I have read and agree to the Buyer Seller Agreement." OR LOGGING ON CONSTITUTES YOUR LEGALLY BINDING SIGNATURE. WE ARE RELYING UPON YOUR AGREEMENT IN MAKING AVAILABLE THIS WEB SITE AND THE SERVICES THAT ARE ACCESSIBLE HERE. USING THIS WEB SITE OR OUR SERVICES IS OPTIONAL. YOU SHOULD EXIT NOW IF YOU DISAGREE WITH ANY OF THE TERMS CONTAINED IN THIS AGREEMENT.

Last Modified: 12-16-09   Please Print A Copy For Your Records

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