

Seller's Agreement to Repurchase

_____, referred to as SELLER, and _____,
referred to as BUYER, agree:

SELLER agrees to repurchase any of the following goods from BUYER, subject to the terms and conditions set forth herein:

All such returns shall be subject to a restocking charge of _____ percent of the purchase price paid by BUYER.

Such goods must be in their original packaging and in re-salable condition.

The BUYER may, on notice to SELLER, assign this repurchase right to any party holding a security interest in the goods, and if such option is exercised SELLER agrees not assert as against any such bank, finance company or other secured party, any right of set-off, recoupment or counterclaim which may now exist or hereafter arise under or by virtue of any transaction between SELLER and BUYER.

SELLER shall not be obligated to repurchase any goods under this contract unless and until it shall have been furnished assurances which are in its opinion adequate to insure that the goods will be delivered to SELLER free and clear of any and all liens, encumbrances, security interests and other claims of third parties to the goods.

The right of repurchase shall extend to all goods of the same type as stated herein, unless prior to a shipment, the same is canceled by notice sent by the most expeditious means.

Return freight on the goods shall be paid by: _____

Dated: _____

Seller

Buyer

Seller's Agreement to Repurchase Review List

This review list is provided to inform you about this document in question and assist in its preparation. This document serves to set up the conditions under which the seller must repurchase or have returned the goods sold to a seller. As a Seller, this is a risky transaction; as a buyer, this is the ultimate protection in a purchase.

1. Make multiple copies. Give one copy to each signatory. Keep one with the transaction file.