



MASTER SERVICES AGREEMENT

Summary

This Agreement establishes a fully managed, low-risk knife category program with defined operational responsibilities, pricing alignment, and scalable service support.

*This Master Services Agreement (“Agreement”) is entered into as of _____ (the “Effective Date”), by and between **Red Duck Knives, a division of Green Duck Enterprises, L.L.C.** (“Vendor”), and _____ (“Retailer”).*

1. Definitions

For purposes of this Agreement:

“Products” means knives and related merchandise supplied by Vendor.

“Fixtures” means merchandising displays, racks, and knife presentation easels provided by Vendor.

2. Program Overview

Vendor supplies Products to Retailer on a wholesale basis and provides merchandising support to establish and maintain the knife category.

Retailer retains sole discretion over retail pricing, point-of-sale operations, and in-store sales.

Vendor may provide Products pre-labeled with a manufacturer’s suggested retail price (“MSRP”) designed to support a standard 2× retail markup based on wholesale cost. Retailer retains sole discretion to modify, remove, or replace pricing labels.

Products are sold outright and not on consignment.

3. Pilot Program

Vendor’s retail program includes a standard sixty (60) day pilot program (the “Pilot Program”) for initial orders of Products and Fixtures.

3.1 Evaluation Period

The Pilot Program shall commence upon delivery and installation and continue for sixty (60) days (the “Evaluation Period”), unless otherwise agreed in writing.

3.2 Payment for Sold Product

If Retailer elects not to continue following the Evaluation Period, Retailer shall be responsible only for payment of Products sold during the Pilot Program.

3.3 Return of Inventory and Fixtures

Vendor shall coordinate return of unsold Products and Fixtures at no cost to Retailer, including prepaid shipping or arranged pickup.

3.4 No Restocking Fees

Vendor shall not impose restocking fees or penalties on returned inventory associated with the Pilot Program.

4. Display Ownership and Retailer Responsibilities

4.1 Provision of Fixtures

Vendor shall provide Fixtures for use during the Pilot Program.

4.2 Ownership During Pilot

All Fixtures shall remain the sole property of Vendor during the Pilot Program.

4.3 Ownership Upon Continuation

Upon Retailer's election to continue the program, ownership of the Fixtures shall transfer to Retailer, unless otherwise agreed in writing.

4.4 Retailer Responsibilities

Retailer shall be solely responsible for the placement, stabilization, and safe positioning of Fixtures in accordance with its in-store safety practices.

4.5 Limitation of Responsibility

Following transfer of ownership, Vendor shall not be responsible for loss, theft, damage, or in-store hazards associated with the Fixtures.

5. Merchandising Services & Support

5.1 Scheduled Service

Vendor shall provide quarterly on-site service, including replenishment, display resets, cleaning, merchandising optimization, repairs, and return processing for qualifying Products.

5.2 Interim Replenishment

Vendor may ship additional Products between service visits. Retailer agrees to receive, stock, and merchandise such Products.

5.3 Inventory Review

Retailer may provide inventory reports or participate in photo-based reviews. Vendor will use such information to recommend replenishment orders for Retailer approval.

Inventory data is provided for planning purposes only and does not constitute a guarantee of inventory accuracy.

5.4 Nature of Services

All services provided under this Section are operational support only and do not alter ownership, liability, or purchasing obligations set forth in this Agreement.

Vendor does not guarantee sales performance, inventory turnover, or product availability levels. Retailer acknowledges that category performance is influenced by factors outside Vendor's control, including in-store execution, product placement, staffing, and local market conditions.

6. Ordering & Inventory

Retailer purchases Products outright at agreed wholesale pricing. Ownership transfers upon delivery.

Risk of loss for Products transfers to Retailer upon delivery to Retailer's location.

Vendor may provide recommendations; however, Retailer retains full control over purchasing decisions.

Vendor shall provide shipping at no additional cost unless otherwise agreed.

Retailer shall be responsible for all loss, theft, damage, or shrinkage of Products following delivery.

7. Payment Terms

Payment terms are Net [30] days from invoice date unless otherwise agreed. Retailer is responsible for applicable taxes and resale documentation.

8. Insurance

Vendor shall maintain commercially reasonable insurance coverage as outlined in Exhibit A – Insurance Summary.

Vendor shall provide a Certificate of Insurance upon request naming Retailer as Additional Insured for applicable claims.

9. Product Compliance & Use

Vendor represents that Products comply with applicable federal laws to the best of Vendor's knowledge.

Retailer is responsible for compliance with all applicable laws governing retail sale, including age restrictions.

Vendor notes that many retailers adopt an 18+ sales policy; adoption is at Retailer's discretion.

Except as expressly set forth herein, Vendor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

10. Indemnification

Vendor shall indemnify Retailer against claims arising solely from defects in Vendor-supplied Products.

Retailer shall indemnify Vendor against claims arising from Retailer's operations, including display placement, employee actions, sales practices, and compliance with applicable product sale laws, including age restrictions.

11. Limitation of Liability

Neither party shall be liable for indirect, incidental, special, or consequential damages, including lost profits or business interruption.

Vendor's total liability shall not exceed the wholesale purchase price of the specific Products giving rise to the claim purchased by Retailer during the twelve (12) months preceding the claim.

Vendor shall not be responsible for Retailer-controlled activities, including pricing, handling, or compliance.

12. Term & Termination

This Agreement shall remain in effect until terminated by either party upon thirty (30) days' written notice.

Termination shall not relieve Retailer of payment obligations for delivered Products.

13. Force Majeure

Neither party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, supply chain disruptions, transportation delays, labor disputes, or governmental actions.

14. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Utah.

Any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located within the State of Utah.

15. General Provisions

The parties are independent contractors.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

15.1 Assignment

Vendor may assign or transfer this Agreement, in whole or in part, without Retailer consent to an affiliate, subsidiary, or successor entity.

Retailer may not assign this Agreement, in whole or in part, without the prior written consent of Vendor, which shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be null and void.

15.2 Notices

All notices under this Agreement shall be in writing and delivered by email, certified mail, or recognized courier to the addresses designated by each party.

Accepted and Agreed

Vendor:

Green Duck Enterprises, L.L.C, dba Red Duck Knives

By: _____

Name / Title: _____

Date: _____

Retailer:

[Retailer Legal Name] _____

By: _____

Name / Title: _____

Date: _____

EXHIBIT A – INSURANCE SUMMARY

Vendor shall maintain the following insurance coverage throughout the term of this Agreement:

Commercial General Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- Includes Products and Completed Operations

Product Liability

- Coverage for all knives and related products supplied by Vendor

Umbrella / Excess Liability

- Minimum \$1,000,000

Workers' Compensation

- As required by applicable law

Additional Insured

Upon request, Retailer shall be named as an Additional Insured with respect to claims arising from Vendor-supplied products. Coverage shall be primary and non-contributory.

Certificate of Insurance

Vendor will provide a Certificate of Insurance upon request, evidencing required coverage and limits.