

Designs By Mish
45 Czebeniak Road, Parish, NY 13131
(845) 742-3474

Contract for Sale of Custom Commissioned Goods

This Contract for Sale of Goods is made this ___ day of _____, 200_ by and between DESIGNS BY MISH, a NEW YORK STATE SOLE PROPRIETORSHIP, with its principal place of business at 45 CZE BENIAK ROAD, PARISH, NY 13131, ("Seller") and (CUSTOMER'S NAME HERE), a [CUSTOMER'S STATE, COUNTRY, ETC.] (RESIDENT), with their residence at [COMPLETE ADDRESS] ("Buyer") for the purchase of the goods described below:

Qty.	Item #	Description	Price	Total
		Commission for...		

1. Term. This Contract shall begin on _____, 200_, and end upon delivery of commissioned goods, which shall be shipped, with or without requisition for the balance of goods then unshipped, by _____, 200_, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and retain deposit to compensate for time and money spent. However, if Seller arrears on this contract, Buyer is entitled to a full refund including their original deposit.

2. Terms of Commission. Buyer will be as specific with Seller as possible as to what Buyer wants for their custom product. Buyer is free to send Seller photos, drawings, and other such literature for reference by either electronic or traditional delivery. Seller will notify Buyer before receiving and/or invoicing deposit if it is beyond Seller's ability to complete for any reason. In the event Buyer has already sent deposit before being notified of Seller's inability to complete, Buyer will be refunded their deposit in full.

3. Delivery. Buyer will give Seller ten business days' advance notice regarding the quantity requested for delivery. Upon receipt of the request for delivery, Seller will arrange for delivery through the United States Postal Service, the costs of which shall be dependent on the type of goods and the Buyer's preference for a delivery time frame.

4. Risk of Loss/Acceptance. All items shipped by Seller are shipped with postal insurance, the cost of which is included in the Buyer's price for goods. Buyer must give notice to the United States Postal Service (or local national postal service outside of the U.S.A.) of any claim for damages on account of condition received, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer. All notices between the parties must be in writing and delivered by courier or by certified mail, return receipt requested.

6. Charges. Seller shall inform buyer of deposit and full balance before this contract is signed. Seller shall invoice Buyer upon completion of the commissioned goods for

Designs By Mish
45 Czebeniak Road, Parish, NY 13131
(845) 742-3474

remaining balance due. Buyer shall pay the remaining balance (if any) on terms set forth in this contract. No goods are shipped until goods are paid in full. Seller will in the event of non-payment of overdue balance, on notice to Buyer, apply the non-refundable deposit thereto and withhold further delivery until the deposit and all overdue balances are brought current.

7. Deposit. Upon signing this Contract, Buyer shall pay Seller a deposit of \$_____ toward the total price as a precondition for Seller's performance. This amount has been determined by the costs of the materials to be used for the commissioned goods. The deposit is then applied to the final cost of the goods. Buyer has the entire duration put forth in Section 1 ("Term") in which to pay off their commissioned product(s), and reserves the right to pay for their commissioned order in full if they so chose. If Buyer receives commissioned goods and is not happy with the final product(s) for whatever reason except for being damaged in transit as put forth in Section 4 ("Risk of Loss/Acceptance"), Buyer is entitled to a refund less the deposit to compensate Seller for time and money spent. Buyer also forfeits deposit in the event of non-payment for final product. Buyer is only entitled to a refund of their deposit by the terms set forth in Sections 1 ("Term") 2 ("Terms of Commission").

8. Warranty. Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or repair of defects or refund of the purchase price at Seller's sole option. No other warranty, express or implied, is made by Seller, and none shall be imputed or presumed.

9. Taxes. All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility Except As Limited By Law. International shipments shall not be marked as a gift except during the last week of November and the entire month of December. However, if Buyer wants Seller to directly ship to the gift recipient or the gift recipient lives in the same household, Seller must be notified before this contract is signed.

10. Governing Law. This Contract shall be governed by the laws of the State of NEW YORK, UNITED STATES OF AMERICA. Any disputes hereunder will be heard in the appropriate federal and state courts located in OSWEGO COUNTY, NEW YORK.

11. Force Majeure. Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

13. Miscellaneous. This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. Seller reserves the right to customize this contract for each customer, and therefore not every Buyer will sign exactly the same contract for any

Designs By Mish
45 Czebeniak Road, Parish, NY 13131
(845) 742-3474

multitude of reasons, such as, but not limited to: country of residence or diversity of goods commissioned. Buyer reserves the right to ask Seller to add to contract but Seller is under no obligation to do so. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

Buyer

Date

Seller

Date