

## Special-Order Stocking Agreement

Agreement between \_\_\_\_\_ (“Customer”) located at \_\_\_\_\_  
and All Florida Paper, LLC (“AFP”) located at 4121 W 91 PL, Hialeah, FL 33018.

**I. LEAD TIME.** Manufacturer’s lead time commences at the time a purchase order is issued to the manufacturer by All Florida Paper, LLC. Manufacturer’s lead time is an approximate time frame, over which AFP has no control. If the special-order product(s) in this Agreement (“Product”) do not meet the minimum for delivery, the lead time will depend on AFP’s ability to consolidate Customer’s order with other orders.

**II. PAYMENT.** AFP will stock these Products and replenish the inventory as it or they are depleted. AFP will automatically replenish these Products according to historical demand. Customer is responsible for depleting the Products AFP purchases and stocks for Customer. If Customer decides to stop purchasing the Products or if Customer wants to decrease Customer’s purchase quality, Customer must provide AFP with thirty (30) days written notice. Customer is responsible for payment of all Products that have already been ordered and cannot be cancelled, are already in transit, or are already stocked at AFP’s distribution center before notice was given. If Customer fails to deplete inventory within thirty (30) days after the product arrives at the AFP distribution center, Customer is responsible for payment of all Products that have already been ordered and cannot be cancelled, are already in transit, or are already stocked at AFP’s distribution center. Customer will have five (5) days to submit payment in these situations. The Products shall be delivered to Customer within two (2) business days.

If Customer’s company or its assets are sold, or if Customer’s company is renamed or reincorporated, Customer is still subject to the terms of this Agreement and responsible for paying for all the Products included in this Agreement. Customer cannot assign this Agreement, or any interested hereunder without AFP’s prior written consent.

**III. WAIVER.** Delay or failure to exercise, or partial exercise of any right under this Agreement will not operate to waive that or any other right hereunder.

**IV. DAMAGES.** In no event shall All Florida Paper, LLC be liable to Customer for any indirect, special, incidental, consequential or exemplary damages including, but without limitation, damages for loss of revenue, loss of profits, or loss of customers, clients or goodwill arising in any manner from this Agreement and/or the performance or nonperformance hereunder.

**V. NOTICE.** Any notice under this Agreement must be in writing and sent to AFP at the address specified at the beginning of this Agreement (or any new address of which notice is given).

**VI. LEGAL.** This Agreement shall be subject to, construed, and interpreted under the laws of the State of Florida without regard to its conflicts of law provisions. The parties agree that the exclusive venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, FL. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

## Special-Order Items to Stock

Customer Name	Account No.	Date	Approx. Lead Time	Assigned DSR

Primary Address	City	State	Zip Code	Manufacturer

AFP Item Number	Price on Order Date	Product Description	Weekly / Monthly Consumption

Authorized Signature \_\_\_\_\_  
All Florida Paper, LLC

Print Name \_\_\_\_\_ Date \_\_\_\_\_  
All Florida Paper, LLC

Customer Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_