

Date: _____, 200__

Vendor A/P No. _____
Dept. No _____

**COSTCO WHOLESALE
BASIC VENDOR AGREEMENT
*United States (2004)***

_____ (“Vendor”) and Costco Wholesale Corporation (referred to as “Costco Wholesale”) agree that:

- A. **Agreement Documents.** All sales and deliveries of all merchandise by Vendor to Costco Wholesale (or other purchaser under paragraph C below), and all purchase orders by Costco Wholesale (or other purchaser under paragraph C below) to Vendor, will be covered by and subject to the terms of each of the following documents (collectively the "Agreement Documents"):
- This Basic Vendor Agreement;
 - The attached Costco Wholesale Standard Terms United States (2004), as they may be amended in writing by Costco Wholesale from time to time ("Standard Terms"); and
 - Each Vendor Purchase Program Agreement, Item Agreement, or any other agreements (such as warehouse displays, promotions or rebates) that have been or will be signed between Vendor and Costco Wholesale.
- B. **Inconsistency.** The above Agreement Documents collectively are an agreement between us, are part of this Basic Vendor Agreement and are incorporated herein by reference. In case of any inconsistency among any Agreement Documents, the lowest such document in the above list will take priority over any document higher on the list.
- C. **Purchaser.** Each purchase will be made in the name of "Costco Wholesale," but may be for the account of its affiliates or licensees.
- D. **Insurance.** The insurance requirements are set forth in Section 16 of the Standard Terms.
- E. **Disputes.** Disputes shall be resolved under Sections 20 and 21 of the Standard Terms.
- F. **Relationship of the Parties.** The relationship between Costco Wholesale and Vendor is that of an independent contractor and Vendor agrees that it has not and shall not hold itself out as, nor shall Vendor be deemed to be, an agent of Costco Wholesale.

- G. **Vendor Code of Conduct.** Vendor agrees to comply with Costco Wholesale's Vendor Code of Conduct (December 2003), as it may be amended in writing by Costco Wholesale from time to time.
- H. **Other Forms.** The Agreement Documents supersede all terms in Vendor's invoices and other forms, and all prior oral or written communications between us. No party is entering into these Agreement Documents in reliance on any oral or written promises, representations or understandings other than those in the Agreement Documents.

COSTCO WHOLESALE CORPORATION VENDOR:

By _____
(Buyer)

By _____
(Signature of Owner, Officer,
or other Authorized Employee)

By _____
(GMM)

(Print Name and Title)