

MATERIAL TRANSFER AGREEMENT

Location: _____ Date: _____

Transferor Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Recipient Information:

Full Name / Company: _____

Address: _____

Phone/Email: _____

Material Description:

Type of Material: _____

Quantity / Weight: _____

Specifications / Grade: _____

Packaging / Labeling: _____

Transfer Terms:

Purpose of Transfer: _____

Transfer Method: _____

Delivery Location: _____

Delivery Date / Schedule: _____

Consideration:

Payment Amount (if any): _____ USD

Payment Terms: _____

Clause 1 – Transfer of Material

Transferor agrees to transfer, and Recipient agrees to accept, the material described herein under the terms and conditions set forth in this Agreement.

Clause 2 – Ownership and Title

Title to the material shall pass to Recipient upon delivery and full payment of any applicable consideration, if any. Transferor represents that it has good and marketable title to the material, free and clear of all liens and encumbrances.

Clause 3 – Use of Material

Recipient agrees to use the material solely for the purpose expressly stated in this Agreement and not to distribute, sell, or transfer the material to any third party without prior written consent of Transferor.

Clause 4 – Warranty Disclaimer

The material is transferred AS-IS, WHERE-IS, without any warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

Clause 5 – Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to the transfer, use, storage, and disposal of the material, including but not limited to environmental and safety laws.

Clause 6 – Indemnification

Recipient agrees to indemnify, defend, and hold Transferor harmless from any claims, damages, liabilities, or expenses arising out of Recipient's use or handling of the material after transfer.

Clause 7 – Limitation of Liability

In no event shall Transferor be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement or the material.

Clause 8 – Confidentiality

Both parties agree to keep confidential any proprietary or non-public information received in connection with this Agreement and to use such information only for purposes related to this Agreement.

Clause 9 – Term and Termination

This Agreement shall remain in effect until the obligations herein have been fully performed. Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure within a reasonable period.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising under this Agreement.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

Clause 12 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

Clause 13 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt.

Clause 14 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Force Majeure

Neither party shall be liable for delays or failures in performance resulting from causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

Clause 17 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original, and all of which constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

Clause 18 – No Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 19 – Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above.

TRANSFEROR'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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