

SPECIAL PRICING AGREEMENT

Location: _____ Effective Date: _____

Parties:

Supplier Name: _____

Supplier Address: _____

Buyer Name: _____

Buyer Address: _____

Agreement Details:

Products/Services Covered: _____

Special Pricing Terms: _____

Duration of Pricing: _____

Minimum Purchase Requirements: _____

Payment Terms:

Payment Method: _____

Payment Schedule: _____

Discounts and Adjustments:

Volume Discounts: _____

Promotional Discounts: _____

Other Adjustments: _____

Terms and Conditions:

1. Purpose and Scope

This Agreement sets forth the special pricing terms under which Supplier agrees to sell and Buyer agrees to purchase the products of

2. Pricing and Payment

Supplier agrees to provide pricing discounts as specified. Buyer shall pay amounts due according to the agreed schedule and method

3. Duration and Termination

This Agreement shall remain in effect for the duration specified unless terminated earlier by either party upon written notice.

4. Confidentiality

Both parties agree to maintain the confidentiality of pricing information and terms contained herein, except as required by law.

5. Compliance with Law

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performance of this Agreement.

6. Limitation of Liability

Neither party shall be liable for indirect, incidental, special, or consequential damages arising from this Agreement.

7. Indemnification

Each party agrees to indemnify and hold harmless the other from claims arising out of breach or negligence.

8. Force Majeure

Neither party shall be liable for failure or delay due to causes beyond their reasonable control.

9. Amendments

Any amendments must be in writing and signed by authorized representatives of both parties.

Section 13 – Definitions

For the purposes of this Agreement, definitions of terms shall be as mutually agreed and consistent with industry standards.

Section 14 – Representations and Warranties

Each party represents that it has the authority to enter into this Agreement and that performance will not violate any other agreements.

Section 15 – Relationship of Parties

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

Section 16 – Severability

If any provision is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

Section 17 – Waiver

Failure to enforce any provision shall not be construed as a waiver of future enforcement rights.

Section 18 – Counterparts

This Agreement may be executed in multiple counterparts, each deemed an original.

Section 19 – Assignment

Neither party may assign rights or obligations without prior written consent of the other.

Section 20 – Compliance with Anti-Corruption Laws

Both parties warrant compliance with all applicable anti-corruption and anti-bribery laws.

Section 21 – Audit Rights

Buyer may audit Supplier's compliance with pricing terms upon reasonable notice and during normal business hours.

Section 22 – Dispute Resolution

The parties shall endeavor to resolve disputes amicably before pursuing litigation.

Section 23 – Force Majeure Details

Force majeure includes natural disasters, acts of government, labor disputes, and other unforeseen events.

Section 24 – Intellectual Property

This Agreement does not transfer any intellectual property rights between the parties.

Section 25 – Confidential Information

Each party agrees to protect confidential information disclosed during the course of this Agreement.

Section 26 – Insurance

Supplier shall maintain adequate insurance coverage relevant to the products or services.

Section 27 – Compliance with Export Laws

Both parties shall comply with all applicable export control laws and regulations.

Section 28 – Taxes

Each party is responsible for its own taxes related to this Agreement.

Section 29 – Independent Contractors

The parties are independent contractors and not agents or employees of each other.

Section 30 – Signatures

This Agreement shall be signed by authorized representatives of both parties to be effective.

SUPPLIER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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