

SUPPLY AGREEMENT

Location: _____ Effective Date: _____

Supplier Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Buyer Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Supply Details:

Product Description: _____

Quantity: _____ Unit Price: _____

Delivery Terms: _____

Delivery Schedule: _____

Payment Terms:

Total Price: _____ USD

Payment Method: _____

Payment Schedule: _____

Clause 1 – Scope of Agreement

Supplier agrees to sell and Buyer agrees to purchase the products specified herein under the terms and conditions set forth in this Agreement. Supplier shall provide the Products in accordance with the specifications, quantities, and delivery schedules agreed to by the parties.

Clause 2 – Product Specifications and Quality

Supplier warrants that all products supplied under this Agreement shall conform to the agreed specifications and shall be free from defects in materials and workmanship. Supplier shall comply with all applicable laws, regulations, and industry standards in manufacturing and supplying the products.

Clause 3 – Delivery and Title Transfer

Delivery of the products shall be made according to the agreed delivery terms and schedule. Title and risk of loss shall pass to Buyer upon Supplier's delivery to the agreed location unless otherwise specified in this Agreement.

Clause 4 – Pricing and Payment

The total purchase price shall be as specified in this Agreement. Payment shall be made according to the agreed payment schedule and method. All payments shall be in US Dollars unless otherwise agreed. Late payments may be

subject to interest as permitted by law.

Clause 5 – Inspection and Acceptance

Buyer shall have the right to inspect the products upon delivery. Buyer shall notify Supplier of any non-conformity or defects within a reasonable time. If products fail to conform to the Agreement, Supplier shall, at Buyer's option, promptly replace or repair the products at no additional cost.

Clause 6 – Warranties

Supplier provides the warranty set forth herein and disclaims all other warranties, express or implied, except those that cannot be disclaimed by law. The warranty period shall be as agreed between the parties.

Clause 7 – Confidentiality

Each party shall keep confidential and not disclose to any third party any non-public information received from the other party in connection with this Agreement, except as required by law or with prior written consent.

Clause 8 – Indemnification

Supplier shall indemnify, defend, and hold harmless Buyer from any claims, liabilities, damages, or expenses arising out of Supplier's breach of this Agreement, negligence, or willful misconduct, including product liability claims.

Clause 9 – Limitation of Liability

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for consequential, incidental, special, or punitive damages arising out of or relating to this Agreement.

Clause 10 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, or governmental actions.

Clause 11 – Term and Termination

This Agreement shall remain in effect until fulfilled or terminated by either party with prior written notice. Termination shall not affect rights or obligations accrued prior to termination.

Clause 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter herein. Any amendments must be in writing and signed by both parties.

Clause 14 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given upon personal delivery, nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission and receipt, to the addresses set forth herein or as otherwise designated by notice.

Clause 15 – Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except to an affiliate or successor entity.

Clause 16 – Severability

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

Clause 17 – Waiver

No waiver of any breach or default shall constitute a waiver of any other breach or default or of the same breach or default on a future occasion unless expressly agreed in writing.

Clause 18 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

Clause 19 – Compliance with Laws

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performing its obligations under this Agreement.

Clause 20 – Relationship of Parties

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

SUPPLIER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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