

FOOD PRODUCT PURCHASE AND SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Company Name: _____

Federal Tax ID / EIN: _____

Address: _____

Phone/Email: _____

Buyer Information:

Company Name: _____

Federal Tax ID / EIN: _____

Address: _____

Phone/Email: _____

Food Product Information:

Product Name: _____

Product Description: _____

Quantity: _____ Unit: _____

Packaging Details: _____

Expiration Date / Shelf Life: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Delivery and Acceptance:

Delivery Location: _____

Delivery Terms (Incoterms): _____

Inspection and Acceptance Procedures: _____

Clause 1 – Purpose of Agreement

Seller agrees to sell and Buyer agrees to purchase the food products described above, subject to the terms and conditions set forth herein. Seller represents that it has good title to the Products and full authority to sell them.

Clause 2 – Product Quality and Compliance

Seller warrants that all food products delivered to Buyer shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Food Safety Modernization Act (FSMA), USDA, FDA regulations, and any applicable health department requirements. Products shall be fresh, safe for human consumption, and of merchantable quality.

Clause 3 – Packaging and Labeling

Seller shall package and label the Products in accordance with all applicable laws and industry standards, including accurate ingredient lists, nutritional information, allergen disclosures, and expiration or best-by dates. Packaging must be secure to prevent damage during shipment.

Clause 4 – Inspection and Acceptance

Buyer shall have the right to inspect the Products upon delivery. Buyer may reject any Products that fail to conform to the agreed specifications or are otherwise defective. Rejected Products shall be returned to Seller at Seller's expense. Acceptance of delivery shall not waive Buyer's right to later claims for latent defects.

Clause 5 – Delivery and Risk of Loss

Risk of loss and title to the Products shall pass from Seller to Buyer upon delivery to the specified delivery location, unless otherwise agreed in writing. Seller shall deliver the Products on or before the agreed delivery date and time.

Clause 6 – Purchase Price and Payment

The Purchase Price shall be as agreed and specified above. Buyer shall pay Seller according to the agreed payment schedule and method. Late payments may be subject to interest charges as permitted by law.

Clause 7 – Warranties and Indemnification

Seller warrants that the Products are free from defects in material and workmanship and conform to all specifications. Seller shall indemnify, defend, and hold Buyer harmless from any claims, damages, or liabilities arising out of breaches of warranties or violations of applicable laws relating to the Products.

Clause 8 – Recalls and Notifications

Seller shall promptly notify Buyer of any recalls, safety alerts, or other issues relating to the Products. Seller shall cooperate fully with Buyer in managing any recall or corrective action.

Clause 9 – Confidentiality

All information exchanged between the parties regarding this Agreement and the Products shall be treated as confidential and shall not be disclosed to third parties except as required by law or as agreed in writing.

Clause 10 – Force Majeure

Neither party shall be liable for delays or failures to perform due to causes beyond their reasonable control, including but not limited to natural disasters, acts of government, labor disputes, or transportation delays.

Clause 11 – Termination

Either party may terminate this Agreement upon written notice if the other party materially breaches any terms and fails to cure within a reasonable period. 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 United States and the applicable state law where the Buyer is located, without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the federal or state courts located in that state.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings, representations, and agreements, whether written or oral.

Clause 14 – Amendments

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

Clause 15 – Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, overnight courier, or email with confirmation to the addresses set forth above or such other addresses as either party may designate.

Clause 16 – Severability

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

Clause 17 – Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Clause 18 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest.

Clause 19 – Independent Contractors

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship.

Clause 20 – Signatures; Counterparts

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

SELLER'S AUTHORIZED SIGNATURE

BUYER'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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