

SUPPLY CONTRACT AGREEMENT

Location: _____ Contract Number: _____

Supplier Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Buyer Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Supply Details:

Description of Goods/Services: _____

Quantity: _____ Unit Price (USD): _____

Total Price (USD): _____

Terms and Conditions:

1. Supply and Delivery

Supplier agrees to provide and deliver the goods and/or services described above in accordance with the specifications and schedules set forth herein, and Buyer agrees to accept and pay for such goods and/or services pursuant to the terms of this Contract.

2. Inspection and Acceptance

Buyer shall have the right to inspect the goods upon delivery and may reject any goods that do not conform to the agreed specifications. Rejected goods shall be promptly replaced or corrected by Supplier at no additional cost to Buyer.

3. Payment Terms

Buyer shall pay Supplier the total contract price as specified above, according to the payment schedule agreed upon by the parties. Unless otherwise stated, payment shall be made within thirty (30) days after receipt of a correct and undisputed invoice.

4. Warranties

Supplier represents and warrants that all goods supplied under this Contract shall be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery. Supplier further warrants that the goods shall conform to the agreed specifications and shall be fit for the intended purpose.

5. Title and Risk of Loss

Title to and risk of loss of the goods shall pass to Buyer upon delivery at the agreed delivery location, subject to Buyer's right of inspection and acceptance.

6. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, governmental orders, or natural disasters. The affected party shall promptly notify the other and make reasonable efforts to resume performance.

7. Confidentiality

Both parties agree to keep all information relating to this Contract and the business affairs of the other party confidential and shall not disclose such information to any third party without prior written consent, except as required by law.

8. Compliance with Laws

Supplier warrants that all goods and services supplied under this Contract comply with all applicable federal, state, and local laws, regulations, and standards in the United States.

9. Indemnification

Supplier shall indemnify, defend, and hold Buyer harmless from any claims, damages, losses, liabilities, or expenses arising out of Supplier's breach of this Contract, including but not limited to product liability claims.

10. Limitation of Liability

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

11. Term and Termination

This Contract shall commence upon execution and continue until completion of all obligations by both parties. Either party may terminate this Contract for cause if the other party materially breaches any term and fails to cure within thirty (30) days after written notice.

12. Governing Law and Venue

This Contract 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, _____.

13. Entire Agreement

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

14. Amendments

Any amendment, modification, or waiver of this Contract shall be effective only if in writing and signed by both parties.

15. Severability

If any provision of this Contract is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

16. Notices

All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by email with confirmation of receipt, to the addresses specified by the parties.

17. No Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

18. Assignment

Neither party may assign its rights or delegate its duties under this Contract without the prior written consent of the other party.

19. Independent Contractors

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

20. Counterparts and Electronic Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

SUPPLIER'S AUTHORIZED SIGNATURE

BUYER'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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