

36-Supply Agreement: Details terms for supply of goods over a period.

Supply Agreement

Effective Date: [Date]

Between:

Supplier: [Supplier's Full Name or Company Name], located at [Supplier's Address].

Buyer: [Buyer's Full Name or Company Name], located at [Buyer's Address].

1. Supply of Goods

- **1.1 Description of Goods:** The Supplier agrees to supply the following goods ("Goods") to the Buyer:
 - [Detailed description of the goods, including quantity, specifications, and any relevant product numbers.]
- **1.2 Term:** The term of this Agreement shall begin on the Effective Date and shall continue for a period of [Number] months/years unless terminated earlier as provided in this Agreement.

2. Purchase Orders

- **2.1 Ordering Procedure:** The Buyer shall submit purchase orders specifying the quantity of Goods required, delivery dates, and other relevant details. Purchase orders shall be submitted [Frequency, e.g., monthly, quarterly] in accordance with the schedule outlined in Exhibit A (attached).
- **2.2 Acceptance of Orders:** The Supplier shall confirm acceptance of each purchase order within [Number] days of receipt.

3. Pricing and Payment Terms

- **3.1 Price:** The Buyer agrees to pay the Supplier the price of **[Amount] USD** per [Unit] for the Goods. This price is fixed for the term of the Agreement, subject to any adjustments as specified in Section 3.4.
- **3.2 Payment Terms:** The Buyer agrees to pay the Supplier within [Number] days after receipt of the Supplier's invoice and the Goods.
- **3.3 Late Payments:** Any payments not made within the agreed timeframe will incur interest at a rate of [Interest Rate]% per annum.
- **3.4 Price Adjustments:** The price of the Goods may be adjusted due to [reasons such as changes in raw material costs, inflation, etc.]. Any price adjustment shall be agreed upon in writing by both parties.

4. Delivery

- **4.1 Delivery Schedule:** The Supplier agrees to deliver the Goods to the Buyer's facility located at [Delivery Address], according to the delivery schedule outlined in Exhibit B (attached).
- **4.2 Shipping Terms:** Delivery shall be made [Shipping Term, e.g., FOB, CIF], and the Supplier shall be responsible for [Specify which party covers shipping costs and risks during transit].
- **4.3 Risk of Loss:** Risk of loss or damage to the Goods shall pass to the Buyer upon delivery to the Buyer's facility unless otherwise agreed upon in writing.
- **4.4 Inspection and Acceptance:** The Buyer shall inspect the Goods upon receipt and notify the Supplier of any defects or discrepancies within [Number] days. Failure to notify the Supplier within this period constitutes acceptance of the Goods.

5. Warranties and Representations

- **5.1 Goods Warranty:** The Supplier warrants that the Goods shall:
 - a. Conform to the specifications and descriptions provided.
 - b. Be free from defects in material and workmanship.
 - c. Be of merchantable quality and fit for the Buyer's intended purpose.
- **5.2 Compliance with Laws:** The Supplier warrants that the Goods have been manufactured and supplied in compliance with all applicable laws, regulations, and industry standards.
- **5.3 Remedies:** If the Goods fail to meet the warranties provided, the Buyer may, at its option, return the Goods for a refund or require the Supplier to repair or replace the Goods at the Supplier's expense.

6. Termination

- **6.1 Termination by Either Party:** Either party may terminate this Agreement for convenience by providing [Number] days' written notice to the other party.
- **6.2 Termination for Breach:** Either party may terminate this Agreement for material breach by the other party, provided the breaching party fails to cure the breach within [Number] days after receiving written notice of the breach.
- **6.3 Effect of Termination:** Upon termination, the Supplier shall cease deliveries, and the Buyer shall pay for all Goods delivered up to the termination date. Any remaining undelivered orders shall be canceled unless otherwise agreed by the parties.

7. Force Majeure

- **7.1** Neither party shall be liable for delays or failure to perform due to events beyond their reasonable control, including but not limited to acts of God, labor disputes, government regulations, or natural disasters.
- **7.2** The party affected by a force majeure event shall notify the other party in writing as soon as possible and make reasonable efforts to resume performance.

8. Confidentiality

- **8.1** Both parties agree to keep confidential any proprietary or sensitive information disclosed during the term of this Agreement. Such information shall not be disclosed to third parties without prior written consent, except as required by law.

9. Dispute Resolution

- **9.1 Mediation/Arbitration:** Any disputes arising under this Agreement shall first be submitted to mediation. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the rules of [Arbitration Organization] in [Jurisdiction].

10. Governing Law

- **10.1** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.

11. Notices

- **11.1** Any notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above, either personally, by certified mail, or by email to [Email Addresses].

12. Entire Agreement

- **12.1** This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

13. Amendments

- **13.1** Any amendments to this Agreement must be made in writing and signed by both parties.

14. Severability

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

15. Counterparts and Electronic Signatures

- **15.1** This Agreement 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.
- **15.2** Signatures transmitted electronically or by facsimile shall be deemed valid execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Supply Agreement as of the Effective Date.

Supplier

Signature: _____

Name: [Supplier's Full Name]

Title: [Title]

Date: _____

Buyer

Signature: _____

Name: [Buyer's Full Name]

Title: [Title]

Date: _____

Disclaimer: This template is provided for informational purposes only and does not constitute legal advice. Supply agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.