

SUPPLY AGREEMENT

This Supply Agreement ("Agreement") is made and entered into on [DATE], by and between:

Supplier: [SUPPLIER NAME], with a principal address at [SUPPLIER ADDRESS] ("Supplier")

and

Buyer: [BUYER/BUSINESS NAME], with a principal address at [BUYER ADDRESS] ("Buyer")

Collectively referred to as the "Parties."

1. Purpose

The Supplier agrees to supply, and the Buyer agrees to purchase, the goods described in Section 2 ("Goods"), subject to the terms and conditions set out in this Agreement.

2. Description of Goods

The Supplier shall provide the following goods to the Buyer:

Item Description	Quantity	Unit Price	Total Price
[ITEM 1]	[QUANTITY]	[UNIT PRICE]	[TOTAL]
[ITEM 2]	[QUANTITY]	[UNIT PRICE]	[TOTAL]
[ITEM 3]	[QUANTITY]	[UNIT PRICE]	[TOTAL]

3. Term of Agreement

This Agreement shall commence on [START DATE] and continue until [END DATE], unless terminated earlier in accordance with Section 11, or automatically renewed under Section 4.

4. Renewal

This Agreement shall automatically renew for successive periods of [RENEWAL PERIOD, e.g., 12 months] unless either Party provides written notice of non-renewal at least [NUMBER] days before the end of the current term.

5. Delivery

5.1 The Supplier shall deliver the Goods to [DELIVERY ADDRESS] on or before [DELIVERY DATE/SCHEDULE].

5.2 Delivery shall be made in accordance with the following schedule: [DELIVERY SCHEDULE DETAILS].

5.3 Risk of loss or damage to the Goods shall pass to the Buyer upon [DELIVERY / ACCEPTANCE, specify].

6. Price and Payment Terms

6.1 The total price for the Goods shall be [TOTAL AMOUNT], payable as follows: [PAYMENT TERMS, e.g., 50% deposit, balance on delivery].

6.2 Payment shall be made by [PAYMENT METHOD] within [NUMBER] days of the invoice date.

6.3 Late payments shall accrue interest at a rate of [INTEREST RATE]% per month, or the maximum rate permitted by law, whichever is lower.

7. Quality and Inspection

7.1 The Supplier warrants that all Goods delivered shall conform to the specifications, standards, and quality described in [SPECIFICATIONS DOCUMENT/EXHIBIT].

7.2 The Buyer shall have the right to inspect the Goods within [NUMBER] days of delivery and reject any Goods that do not meet the agreed specifications.

7.3 Rejected Goods shall be replaced or refunded by the Supplier within [NUMBER] days of notice of rejection.

8. Warranties

The Supplier warrants that: (a) It has good and marketable title to the Goods; (b) The Goods are free from defects in material and workmanship; (c) The Goods comply with all applicable laws and regulations.

9. Confidentiality

Each Party agrees to keep confidential any proprietary or sensitive information disclosed by the other Party in connection with this Agreement, and not to disclose such information to any third party without prior written consent, except as required by law.

10. Indemnification

Each Party agrees to indemnify and hold harmless the other Party from any claims, damages, or liabilities arising out of a breach of this Agreement or negligent acts by the indemnifying Party.

11. Termination

11.1 Either Party may terminate this Agreement for convenience by providing [NUMBER] days' written notice to the other Party.

11.2 Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) commits a material breach of this Agreement and fails to cure such breach within [NUMBER] days of written notice; or (b) becomes insolvent, files for bankruptcy, or ceases business operations.

12. Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to natural disasters, war, labor disputes, or government action.

13. Limitation of Liability

Neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising from this Agreement. Total liability under this Agreement shall not exceed [AMOUNT OR PERCENTAGE, e.g., total value of the Agreement].

14. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiation between the Parties. If unresolved within [NUMBER] days, the dispute shall be resolved through [MEDIATION/ARBITRATION/COURT], in the jurisdiction of [JURISDICTION].

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without regard to its conflict of law provisions.

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter herein.

17. Amendments

This Agreement may only be amended by a written document signed by both Parties.

18. Notices

All notices under this Agreement shall be delivered in writing to the addresses listed above, or to such other address as either Party may designate in writing.

19. Severability

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

20. Signatures

By signing below, the Parties agree to be bound by the terms of this Agreement.

Supplier:

Signature: _____

Name: [SUPPLIER REPRESENTATIVE NAME]

Title: [TITLE]

Date: [DATE]

Buyer:

Signature: _____

Name: [BUYER REPRESENTATIVE NAME]

Title: [TITLE]

Date: [DATE]