

# Supplier Terms and Conditions for Product Supply

Date: \_\_\_\_\_

This document ("Agreement") sets forth the terms and conditions under which the Supplier agrees to provide products to the Customer. By accepting a purchase order from the Customer, the Supplier agrees to these terms.

## 1. Definition

"Products" refer to all goods detailed in the purchase order(s) issued by the Customer and accepted by the Supplier.

## 2. Orders and Acceptance

- All orders must be placed in writing via purchase order.
- Supplier will confirm acceptance of each order within two (2) business days.
- No modification or cancellation of an order is valid unless agreed to in writing by both parties.

## 3. Pricing and Payment

- Prices are as stated in the purchase order or as mutually agreed in writing.
- Payment will be made within thirty (30) days of receipt of a valid invoice, unless otherwise agreed.
- Invoices must reference the respective purchase order number.

## 4. Delivery

- All products must be delivered according to the dates and locations specified in the purchase order.
- Late deliveries may be subject to penalties, including but not limited to cancellation.
- Title and risk of loss pass to the Customer upon delivery and acceptance.

## 5. Quality and Inspection

- Supplier warrants that all products conform to agreed specifications and are free from defects.
- Customer reserves the right to inspect and reject products that do not conform.

## 6. Warranties

- Supplier warrants that products are new and free from any liens or encumbrances.
- Supplier shall remedy any defects for a period of twelve (12) months from the date of delivery.

## 7. Confidentiality

- All non-public information exchanged shall remain confidential and not disclosed to third parties.

## 8. Termination

- Either party may terminate this agreement with written notice in the event of material breach by the other party.
- Termination does not affect obligations incurred prior to termination date.

## **9. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of \_\_\_\_\_.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

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*Supplier Signature*

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*Customer Signature*