

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.

Supplier Signature

Customer Signature