Supplier Agreement (Supply of Goods)

Trading company · Standard terms

Between Global Trade Partners Co. (the Buyer) and the Supplier (fictional, for illustration)

Agreement number	SA-2026-018
Effective date	[date]
Term	24 months
Governing law	[country]

The parties

Buyer	Global Trade Partners Co., [address], trade licence no. [number]
Supplier	[Supplier legal name], [address], trade licence no. [number]

1. Purpose and products

The Supplier agrees to sell and deliver, and the Buyer agrees to buy, the products listed in Schedule 1 (the "Products") on the terms of this Agreement. Each written order from the Buyer forms a separate contract governed by this Agreement.

2. Orders and acceptance

The Buyer will send written purchase orders stating the product, quantity, price, delivery date and place. The Supplier will confirm or reject each order within two business days. Silence is not acceptance.

3. Prices and payment

Prices are fixed in Schedule 1 in the stated currency and include packaging but exclude taxes unless stated. Prices may change only by written agreement with 60 days notice. The Buyer will pay each correct invoice within 45 days of receiving both the invoice and the goods. Late payment bears interest of 1% per month.

4. Delivery and risk

The Supplier will deliver the Products on the agreed date to the agreed place under the agreed Incoterms rule. Risk of loss passes to the Buyer on delivery. The Supplier will promptly report any expected delay. Repeated late delivery entitles the Buyer to cancel the affected order.

5. Inspection and acceptance

The Buyer may inspect the Products within 10 days after delivery. Products that do not match the order, the specifications or the approved samples may be rejected by written notice, and the Supplier will replace or credit them at its own cost.

6. Quality and warranty

The Supplier warrants that the Products are new, of satisfactory quality, free from defects, fit for their intended purpose, and compliant with applicable laws and the specifications. The warranty lasts 12 months from delivery. The Supplier will repair, replace or refund defective Products.

7. Title

Ownership passes to the Buyer on payment, or on delivery if the law so requires. The Supplier guarantees that the Products are free from liens and third-party claims.

8. Intellectual property

Each party keeps its own intellectual property. The Supplier confirms that the Products do not infringe the rights of others and will defend and compensate the Buyer against such claims.

9. Confidentiality

Each party will keep the other's confidential information secret, use it only for this Agreement, and return or delete it on request. This duty continues for three years after the Agreement ends.

10. Compliance and ethics

Both parties will comply with applicable laws, including anti-bribery, sanctions, customs, labour and environmental laws. The Supplier will not use child or forced labour.

11. Liability

Neither party is liable for indirect or consequential loss. The Supplier's total liability is limited to the value of the affected orders, except for death, personal injury, fraud, wilful misconduct and breach of confidentiality, which are unlimited. The Supplier will compensate the Buyer for losses caused by defective Products.

12. Force majeure

Neither party is liable for delay caused by events beyond its reasonable control, such as war, natural disaster, epidemic or government action, if it gives prompt written notice and tries to limit the effect. If the event lasts more than 60 days, either party may end the affected order.

13. Term and termination

This Agreement starts on the effective date and runs for 24 months. Either party may end it with 90 days written notice. Either party may end it immediately by written notice if the other commits a serious breach that is not fixed within 30 days, or becomes insolvent.

14. Governing law and disputes

This Agreement is governed by the law stated above. The parties will first try to settle any dispute by good-faith negotiation for 30 days. If it is not resolved, the dispute will be decided by the competent courts, or by arbitration if the parties agree in writing.

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15. Notices and general terms

Notices must be in writing and sent to the addresses in this Agreement. This Agreement is the entire agreement on its subject. Changes must be in writing and signed by both parties. Neither party may transfer it without the other's written consent. If a clause is invalid, the others remain in force. It may be signed in counterparts.

Schedule 1: Products and prices

No.	Product description	Unit	Unit price	Minimum order	Lead time
1	Product A (full specification attached)	piece	____	100	14 days
2	Product B (full specification attached)	carton	____	50	21 days
3	Product C (full specification attached)	kilogram	____	500	30 days

For the Buyer: name, title, signature, date

For the Supplier: name, title, signature, date

Sample document for illustration only. Not legal advice. Have a contract reviewed by a qualified lawyer in your country before signing. A customised agreement for your company, country and language is available at allbizdoc.com.