

Product Supply Agreement

This Product Supply Agreement ("Agreement") is made on [Date] by and between:

- **[Supplier Name]**, a company organized under the laws of [Jurisdiction], with its principal place of business at [Supplier Address] ("Supplier"),
- **[Retail Chain Name]**, a company organized under the laws of [Jurisdiction], with its principal place of business at [Retail Chain Address] ("Retailer").

1. Purpose

The purpose of this Agreement is for Supplier to provide, and Retailer to purchase, certain products as described in **Exhibit A** ("Products") under the terms and conditions set forth herein.

2. Term

This Agreement shall commence on the Effective Date and shall continue for a period of [Term Length] unless terminated earlier pursuant to this Agreement.

3. Orders and Supply

- Retailer shall submit purchase orders stating quantities and delivery dates.
- Supplier will use commercially reasonable efforts to fulfill all orders.
- All sales are subject to the terms of this Agreement, notwithstanding any additional or conflicting provisions in Retailer's purchase orders.

4. Delivery and Acceptance

- Delivery terms shall be [Incoterm, e.g., FOB Retailer's Warehouse].
- Retailer shall inspect delivered Products within [Inspection Period] days and promptly notify Supplier of any nonconformities.
- Products not rejected in writing within the inspection period shall be deemed accepted.

5. Pricing and Payment

- Prices for Products are set forth in **Exhibit A** and may be adjusted upon mutual written consent.
- Payment terms are net [Payment Terms, e.g., 30] days from date of invoice.

6. Warranties

- Supplier warrants that Products shall conform to specifications, be free from defects, and comply with all applicable laws and regulations.
- Warranty period is [Warranty Period, e.g., 12 months] from delivery.

7. Termination

- Either party may terminate this Agreement for cause with [Notice Period] written notice.
- Either party may terminate without cause with [Notice Period] written notice.

8. Confidentiality

Both parties agree to keep confidential all non-public information obtained in connection with this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction].

10. Miscellaneous

- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.
- Any amendments must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Supplier Name]
Authorized Signature

[Retail Chain Name]
Authorized Signature

Exhibit A - Products and Pricing

[Details of products and pricing to be supplied]