

SUPPLY AGREEMENT

Location: _____ Date: _____

Supplier Information:

Company Name: _____

ABN (Australian Business Number): _____

Address: _____

Contact Person: _____

Phone/Email: _____

Buyer Information:

Company Name: _____

ABN (Australian Business Number): _____

Address: _____

Contact Person: _____

Phone/Email: _____

Supply Details:

Description of Goods: _____

Quantity: _____

Unit Price (AUD): _____

Total Price (AUD): _____

Terms and Conditions:

1. Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply: 'Goods' means the products described in the Supply Details; 'Delivery Date' means the date or dates agreed for delivery of the Goods; 'Party' means either the Supplier or the Buyer; 'Parties' means both.

2. Supply of Goods

Supplier agrees to supply and Buyer agrees to purchase the Goods in accordance with the specifications, quantities, and prices set out in this Agreement.

3. Delivery

Supplier shall deliver the Goods to the Buyer's nominated delivery address by the Delivery Date(s). Risk passes to Buyer upon delivery.

4. Inspection and Acceptance

Buyer shall inspect the Goods promptly upon delivery and notify Supplier of any defects or non-conformity within seven (7) days. Failure to notify shall be deemed acceptance.

5. Price and Payment

The Buyer shall pay the Supplier the Total Price in Australian Dollars (AUD) in accordance with the payment terms

agreed. Payments shall be made within thirty (30) days of invoice receipt unless otherwise agreed.

6. Title

Title in the Goods shall pass to the Buyer upon full payment of the Total Price by the Buyer.

7. Warranties

Supplier warrants that the Goods are free from defects in material and workmanship and conform to the specifications for a period of twelve (12) months from delivery. Supplier makes no other warranties, including implied warranties.

8. Liability

Supplier's liability for any claim arising out of or in connection with the Goods shall be limited to the replacement or repair of the Goods or refund of the purchase price.

9. Force Majeure

Neither Party shall be liable for failure to perform due to causes beyond reasonable control including natural disasters, war, or government action.

10. Confidentiality

Both Parties agree to keep confidential all proprietary information exchanged under this Agreement and not to disclose it except as required by law or with prior written consent.

11. Termination

Either Party may terminate this Agreement by written notice if the other Party breaches any material term and fails to cure within fourteen (14) days of notice.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Australia. The Parties submit to the exclusive jurisdiction of the courts of the relevant Australian State or Territory.

13. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.

14. Amendments

No amendment or variation of this Agreement shall be effective unless in writing and signed by both Parties.

15. Notices

All notices under this Agreement shall be in writing and delivered by hand, post, or email to the addresses set out above or as otherwise notified.

16. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

17. Severability

If a provision is found invalid or unenforceable, it shall be severed and the remainder shall continue in full force and effect.

18. Waiver

Failure to enforce a provision does not constitute a waiver of the right to enforce it later.

19. Relationship

Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the Parties.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

SUPPLIER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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