Purchase Order Contract

This **Purchase Order Contract** ("***Contract***") is entered into as of _____ ("***Effective Date***") by and between the following parties:

Supplier

Buyer

Supplier and Buyer may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, Buyer desires to purchase certain goods and/or services from Supplier;

WHEREAS, Supplier agrees to provide such goods and/or services in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Contract is to establish the terms and conditions governing the purchase, sale, delivery, and acceptance of the goods and/or services described in this Contract.

2. Goods and Services

Supplier shall provide the goods and/or services identified below:

Item No.	Description	Quantity	Unit Price	Total Price

Total Contract Price: _____

Supplier represents that all goods and services supplied under this Contract shall conform to the specifications, descriptions, requirements, and standards agreed upon by the Parties.

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3. Delivery and Performance

Supplier shall deliver the goods and/or perform the services no later than _____ at the following location:

_____ _____ _____ _____ _____ _____

Time is an important element of this Contract. Supplier shall promptly notify Buyer of any circumstance that may delay delivery or performance.

Partial deliveries shall not be permitted without Buyer's prior written consent.

4. Inspection and Acceptance

Buyer shall have a reasonable period following delivery or completion of services to inspect the goods and/or services.

Acceptance shall occur when Buyer determines that the goods or services substantially comply with the requirements of this Contract.

If any goods or services are defective, nonconforming, incomplete, damaged, or otherwise fail to meet the requirements of this Contract, Buyer may reject them and require replacement, repair, correction, re-performance, refund, or any combination thereof at Supplier's expense.

Acceptance of goods or services shall not waive any rights relating to hidden defects, warranty claims, or noncompliance discovered after inspection.

5. Pricing and Payment

The prices stated in this Contract are fixed and inclusive of all costs necessary to fulfill Supplier's obligations unless otherwise specified.

Supplier shall submit invoices containing sufficient detail to identify the goods delivered or services performed.

Buyer shall pay undisputed invoices within _____ days after receipt of a valid invoice and acceptance of the applicable goods or services. Buyer may withhold payment for any disputed amount pending resolution of the dispute.

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6. Taxes

Supplier shall be responsible for all taxes, duties, fees, and governmental charges imposed on Supplier in connection with the performance of this Contract, except for taxes that Buyer is legally required to pay directly.

7. Warranties

Supplier warrants that:

(a) it has full authority to enter into and perform this Contract;

(b) all goods shall be new, free from defects in materials and workmanship, and fit for their intended purpose;

(c) all services shall be performed in a professional and workmanlike manner using personnel with appropriate qualifications and experience;

(d) all goods and services shall comply with applicable laws, regulations, and industry standards;

(e) the goods and services shall conform to the specifications, descriptions, and requirements stated in this Contract.

The warranties contained in this clause shall survive delivery, acceptance, payment, and termination of this Contract.

8. Changes

Buyer may request reasonable changes to the scope, specifications, quantity, delivery schedule, or services covered by this Contract.

Any change affecting price, timing, or performance obligations shall be documented in a written amendment signed by both Parties before implementation.

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9. Confidentiality

A Party receiving confidential or proprietary information from the other Party shall protect such information using reasonable care and shall not disclose it to any third party except as required by law or as necessary to perform obligations under this Contract.

Confidential information shall not include information that is publicly available through no fault of the receiving Party, lawfully obtained from a third party, or independently developed without use of the confidential information.

The obligations contained in this clause shall survive termination of this Contract for a period of _____ years.

10. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, rules, and governmental requirements relating to its performance under this Contract.

Supplier shall obtain and maintain all licenses, permits, approvals, and authorizations necessary to perform its obligations.

11. Indemnification

Supplier shall indemnify and hold harmless Buyer and its officers, directors, employees, and representatives from and against claims, damages, losses, liabilities, costs, and expenses arising from:

(a) Supplier's breach of this Contract;

(b) Supplier's negligence, misconduct, or unlawful acts;

(c) bodily injury, death, or property damage caused by Supplier or its personnel;

(d) allegations that goods or services supplied under this Contract infringe the intellectual property rights of a third party.

The indemnified Party shall promptly notify the indemnifying Party of any claim and reasonably cooperate in the defense of such claim.

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12. Limitation of Liability

Except for liability arising from fraud, willful misconduct, confidentiality breaches, indemnification obligations, or violations of law, neither Party shall be liable to the other for indirect, incidental, consequential, special, or punitive damages arising out of this Contract.

13. Insurance

Supplier shall maintain commercially reasonable insurance coverage appropriate to the nature of the goods and services provided under this Contract and shall provide evidence of such coverage upon Buyer's reasonable request.

14. Term and Termination

This Contract shall commence on the Effective Date and remain in effect until all obligations have been fulfilled unless terminated earlier in accordance with this clause.

Either Party may terminate this Contract for cause if the other Party materially breaches the Contract and fails to remedy the breach within [Number] days after receiving written notice describing the breach.

Buyer may terminate this Contract without cause by providing [Number] days' written notice to Supplier.

Upon termination:
(a) Supplier shall immediately cease work unless otherwise directed by Buyer;
(b) Buyer shall pay Supplier for conforming goods delivered and accepted and services satisfactorily performed before the effective date of termination;
(c) each Party shall return or destroy the other Party's confidential information, subject to legal retention requirements.

Termination shall not affect rights or obligations that accrued before termination.

15. Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from events beyond its reasonable control, including natural disasters, governmental actions, labor disruptions, public emergencies, or similar events.

The affected Party shall notify the other Party promptly and use reasonable efforts to minimize the effects of the event.

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16. Assignment

Neither Party may assign or transfer its rights or obligations under this Contract without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

17. Notices

Any notice required under this Contract shall be in writing and delivered personally, by recognized courier service, by certified mail, or by electronic mail with confirmation of transmission to the addresses designated by the Parties.

Notice shall be deemed received on the date of delivery or confirmed transmission.

18. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of _____, without regard to conflict-of-law principles.

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract through negotiation.

If a dispute cannot be resolved through negotiation, either Party may pursue any remedy available through a court of competent jurisdiction located in _____.

19. Entire Agreement

This Contract constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, proposals, representations, and agreements relating to the same subject matter.

20. Amendments

No amendment or modification of this Contract shall be effective unless made in writing and signed by authorized representatives of both Parties.

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21. Severability

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22. Counterparts and Electronic Signatures

This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

The Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Purchase Order Contract.

Supplier

Name

Date

Signature

Buyer

Name

Date

Signature

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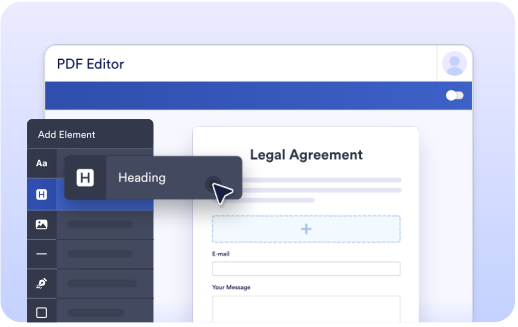
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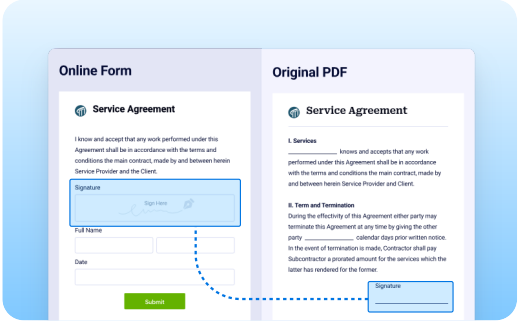
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