

SUPPLY AGREEMENT

Location: _____ Effective Date: _____

Supplier Information:

Company Name: _____

Business Number / Tax ID: _____

Address: _____

Contact Person / Phone / Email: _____

Buyer Information:

Company Name: _____

Business Number / Tax ID: _____

Address: _____

Contact Person / Phone / Email: _____

Supply Details:

Description of Goods/Services: _____

Quantity: _____ Unit Price (CAD): _____

Total Price (CAD): _____

Terms and Conditions:

Clause 1 – Agreement to Supply

Supplier agrees to supply and Buyer agrees to purchase the goods and/or services described herein on the terms and conditions set forth in this Agreement.

Clause 2 – Delivery and Acceptance

Supplier shall deliver the goods to Buyer at the location and within the timeframes agreed upon. Buyer shall inspect the goods upon delivery and notify Supplier of any non-conformity or defects within a reasonable time.

Clause 3 – Price and Payment

The purchase price for the goods and/or services shall be as set forth above. Payment shall be made in Canadian Dollars in accordance with the payment schedule agreed between the parties.

Clause 4 – Title and Risk

Title to the goods shall pass to Buyer upon full payment. Risk of loss or damage shall pass to Buyer upon delivery and acceptance of the goods at the delivery location.

Clause 5 – Supplier’s Representations and Warranties

Supplier represents and warrants that all goods supplied shall be new, of merchantable quality, free from defects in material and workmanship, and shall comply with all applicable Canadian laws and regulations.

Clause 6 – Compliance with Laws

Each party shall comply with all applicable federal, provincial, and municipal laws, regulations, and ordinances in the performance of this Agreement.

Clause 7 – Indemnification

Supplier shall indemnify and hold harmless Buyer from any claims, liabilities, damages, or expenses arising from Supplier's breach of this Agreement or any negligence or willful misconduct.

Clause 8 – Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement.

Clause 9 – Confidentiality

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party and to use such information solely for the purposes of this Agreement.

Clause 10 – Termination

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure such breach within a reasonable period.

Clause 11 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, strikes, or government actions.

Clause 12 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province where Buyer is located. The parties submit to the exclusive jurisdiction of the courts of that Province.

Clause 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter herein.

Clause 14 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

Clause 15 – Notices

All notices under this Agreement shall be in writing and delivered personally, sent by registered mail, or by a nationally recognized courier service to the addresses set forth above.

Clause 16 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest.

Clause 17 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 18 – Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

Clause 19 – Counterparts and Electronic Signatures

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

Clause 20 – Additional Documents

The parties agree to execute and deliver any additional documents and take any further actions necessary to carry out the intent of this Agreement.

SUPPLIER'S AUTHORIZED SIGNATURE

BUYER'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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