

ORDER-BASED GOODS SUPPLY AGREEMENT No. _____

_____ city

_____ 20____

_____, represented by _____, acting on the basis of _____, hereinafter referred to as the "Supplier" on the one hand and _____, represented by _____, acting on the basis of _____, hereinafter referred to as the "Buyer" on the other hand, hereinafter jointly referred to as the "Parties", have entered into this agreement as follows:

1. Subject matter

- 1.1. The Supplier shall deliver and transfer into the ownership of the Buyer the Goods in the assortment, and the Buyer shall accept and pay for the said Goods on the terms and in the manner provided for herein.

2. Supply Conditions

- 2.1. The Supplier shall deliver in batches upon written orders of the Buyer sent within a month and executed by delivery notes for receipt of goods.
- 2.2. The Buyer's order shall contain the quantity and names of the Goods to be supplied.
- 2.3. The Supplier shall ship the Goods to the Buyer directly at the location of the goods (in the Supplier's store or warehouse).
- 2.4. The Buyer may make an unlimited number of orders for delivery of the Goods.

3. Rights and obligations of the Parties

- 3.1. The Buyer shall, not later than ____ (_____) days prior to the expected date of delivery, send a written order to the Supplier, which shall specify the names and quantities of the Goods
- 3.2. The Buyer shall not later than ____ (_____) days from the date of signing the Agreement make a prepayment for the Goods in the amount of 100% (one hundred percent) of the cost of the Goods.
- 3.3. The Supplier shall deliver the Goods not later than ____ (_____) calendar days after receipt of prepayment.
- 3.4. The Supplier shall, within ____ hours from the date of shipment of the Goods for delivery, notify the latter of the shipment made. The notice shall contain:
 - 1) the name of the vehicle;
 - 2) date of shipment;
 - 3) name of the Goods;
 - 4) volume of the shipped Goods.
- 3.5. The Buyer shall independently determine the frequency of deliveries, as well as their quantity and assortment.
- 3.6. The Supplier shall issue an invoice to the Buyer not later than ____ of the month following the month of delivery for the quantity of goods delivered to the Buyer in the previous month.

4. Procedure for delivery and acceptance of the Goods

- 4.1. The date of delivery of the Goods shall be the date of their acceptance by the Buyer.
- 4.2. Title to the Goods shall pass to the Buyer upon acceptance.
- 4.3. Upon acceptance of the Goods, the Buyer shall check their compliance with the information specified in the transportation and accompanying documents in terms of name, quantity, assortment and quality.
- 4.4. Upon completion of the acceptance of the goods, the Buyer shall sign the acceptance certificate, which means that the inspection has been carried out in full.
- 4.5. The Goods shall be deemed shipped by the Supplier and accepted by the Buyer:
 - 1) by quantity - according to the delivery note;
 - 2) quality - according to the Supplier's quality certificate.
- 4.6. The Supplier shall deliver the following documents to the Buyer together with the Goods:
 - 1) bill of lading;
 - 2) quality certificate.

5. Quality of Goods

- 5.1. The quality of the Goods delivered hereunder shall comply with the standards, technical conditions and other mandatory norms and rules valid in _____.
- 5.2. The quality certificate confirms the quality of the Goods.

6. Agreement price

- 6.1. The price per unit of goods is defined in Specification (Annex No.1 hereto), which is an integral part of this Agreement.
- 6.2. The total price of the Agreement is _____.
- 6.3. The price of the Goods does not include the costs of delivery of the goods to the Buyer, which shall be borne by the Buyer.

7. Responsibility of the Parties

- 7.1. The Parties shall be liable for non-fulfillment or improper fulfillment of the terms and conditions hereof in accordance with the current legislation _____.

8. Dispute and disagreement resolution

- 8.1. Any disputes hereunder shall be resolved through negotiations and written exchange of documents. Pre-trial claim procedure of dispute resolution is mandatory.
- 8.2. In case of non-fulfillment of the agreement on individual terms and conditions of the Agreement, the dispute shall be submitted for consideration to the court at the location of the defendant. The Parties shall be subject to the legislation of _____ when executing this agreement and resolving disputes.

9. Force Majeure

- 9.1. The Parties shall be released from liability for partial or full non-fulfillment of obligations due to force majeure (state of emergency, quarantine, restrictions imposed by state authorities, fire, flood, earthquake, military actions, etc.), if these circumstances directly affected the fulfillment hereof. In this case, the term of fulfillment of obligations hereunder shall be postponed commensurately with the time during which such circumstances were in effect.
- 9.2. If the above circumstances continue for more than one month, each of the Parties may refuse further fulfillment of obligations hereunder, in which case no Party shall be entitled to reimbursement by the other Party of any potential losses.
- 9.3. The Party that fails to fulfill its obligation due to force majeure shall notify the other Party of the obstacle to fulfillment of obligations hereunder.
- 9.4. Failure to notify or untimely notification by a Party of the occurrence of such circumstances deprives it of the right to refer to any of these circumstances as a basis for exemption from liability for non-fulfillment or improper fulfillment of obligations.

10. Other terms and conditions

- 10.1. Amendments to the Agreement shall be made in writing and attached hereto. Unilateral amendments to the terms and conditions of the Agreement shall not be allowed.
- 10.2. The grounds for termination and expiration hereof shall be determined in accordance with the applicable laws.
- 10.3. This Agreement shall be executed in two copies, one for each of the Parties.
- 10.4. One Party only with the written consent of the other Party hereunder may transfer the rights of claim to third parties.

11. Term of the Agreement

- 11.1. This Agreement shall come into force since the signing by the Parties and shall remain in force till the Parties discharge their liabilities in full.

12. Legal addresses of the Parties and bank details

SUPPLIER

BUYER

Annex No.1 dated ____ 20__
to Supply Agreement No. ____ dated ____ 20__

SPECIFICATION
on the delivered goods

No.	Name of goods	Unit of measure	Price per unit of measure	Quantity	Total price
	TOTAL cost of delivery				

EXECUTOR

CUSTOMER