

# BAKERY GOODS PURCHASE AND SUPPLY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Supplier Information:

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

## Buyer Information:

Business Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

## Goods Description:

Products to be Supplied: \_\_\_\_\_  
Quality and Specifications: \_\_\_\_\_  
Packaging Requirements: \_\_\_\_\_

## Supply Terms and Conditions:

Delivery Schedule: \_\_\_\_\_  
Delivery Location: \_\_\_\_\_  
Risk of Loss: \_\_\_\_\_

## Purchase Price and Payment Terms:

Price per Unit: \_\_\_\_\_ USD  
Estimated Quantity: \_\_\_\_\_  
Total Estimated Price: \_\_\_\_\_ USD  
Payment Method: \_\_\_\_\_

## Clause 1 – Purpose of Agreement

Supplier agrees to sell and Buyer agrees to purchase the baked goods described above on the terms set forth in this Agreement. Supplier represents that it has full authority to enter into and perform this Agreement.

## Clause 2 – Quality and Compliance

Supplier warrants that all goods supplied under this Agreement shall conform to the agreed specifications, be of merchantable quality, and comply with all applicable federal, state, and local laws, regulations, and health standards.

## Clause 3 – Delivery

Supplier shall deliver goods in accordance with the delivery schedule and location specified above. Delivery times are estimates and subject to reasonable adjustments with notice to Buyer.

**Clause 4 – Risk of Loss**

Risk of loss or damage to goods shall pass to Buyer upon physical delivery at the agreed delivery location. Supplier shall bear responsibility for risk during transport.

**Clause 5 – Inspection and Acceptance**

Buyer shall inspect goods promptly upon receipt and notify Supplier in writing within a reasonable period of any non-conforming goods. Failure to notify shall constitute acceptance.

**Clause 6 – Payment Terms**

Buyer shall pay Supplier the purchase price in the manner and within the time frame specified in this Agreement. Late payments may be subject to interest as allowed by applicable law.

**Clause 7 – Taxes and Fees**

Buyer is responsible for all applicable taxes, fees, and charges related to the purchase unless otherwise agreed in writing.

**Clause 8 – Warranties and Disclaimer**

Supplier expressly disclaims all warranties except those expressly stated herein. Supplier shall not be liable for consequential or incidental damages.

**Clause 9 – Indemnification**

Each party agrees to indemnify and hold harmless the other against any claims, damages, or liabilities arising from breach of this Agreement or negligence.

**Clause 10 – Termination**

Either party may terminate this Agreement upon material breach by the other party if such breach remains uncured after written notice and reasonable opportunity to cure.

**Clause 11 – Confidentiality**

The parties agree to keep confidential all non-public information exchanged in connection with this Agreement and to use such information solely for performance of this Agreement.

**Clause 12 – Force Majeure**

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including but not limited to acts of God, government actions, labor disputes, or shortages.

**Clause 13 – Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_. The parties consent to the exclusive jurisdiction of state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 14 – Entire Agreement**

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, or agreements.

**Clause 15 – Amendments**

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

**Clause 16 – Assignment**

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

other party.

**Clause 17 – Severability**

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

**Clause 18 – Notices**

All notices under this Agreement shall be in writing and deemed given upon personal delivery, certified mail, or recognized overnight courier to the addresses specified above.

**Clause 19 – Waiver**

Failure to enforce any provision of this Agreement shall not constitute waiver of any other provision or the right to enforce such provision later.

**Clause 20 – Counterparts**

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

**SUPPLIER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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