

PURCHASE ORDER CONTRACT

Purchase Order No.: _____ Revision No.: _____

Buyer Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone / Email: _____

Supplier Information:

Company Name: _____

Address: _____

Contact Person: _____

Phone / Email: _____

Order Details:

Item Description: _____

Quantity: _____ Unit Price (USD): _____

Total Price (USD): _____

Delivery Terms and Schedule:

Delivery Location: _____

Delivery Date: _____

Shipping Method: _____

Payment Terms:

Payment Method: _____

Payment Due Date: _____

Clause 1 – Contract Formation

This Purchase Order Contract (the “Contract”) is legally binding between Buyer and Supplier upon acceptance by Supplier. Supplier agrees to sell and deliver the goods described herein in accordance with the terms set forth in this Contract.

Clause 2 – Goods and Specifications

Supplier shall provide the goods as specified in this Purchase Order, conforming to all applicable specifications, drawings, samples, and descriptions. Any deviations must be approved in writing by Buyer prior to shipment.

Clause 3 – Price and Payment

The price for the goods is as stated above and is firm and fixed unless otherwise agreed in writing. Payment shall be made in the manner and within the timeframe specified in the Payment Terms section.

Clause 4 – Delivery and Risk of Loss

Supplier shall deliver the goods to the Delivery Location by the Delivery Date. Risk of loss or damage passes to Buyer upon delivery and acceptance at the Delivery Location, unless otherwise agreed in writing.

Clause 5 – Inspection and Acceptance

Buyer shall inspect the goods upon delivery and shall notify Supplier within a reasonable period of any nonconformity or defects. Failure to notify Supplier shall constitute acceptance of the goods.

Clause 6 – Warranties

Supplier warrants that the goods are free from defects in material and workmanship, conform to specifications, and are merchantable and fit for the intended purpose. These warranties survive inspection and acceptance.

Clause 7 – Changes

Buyer may request changes to the goods, specifications, or delivery schedule by written notice to Supplier. Any adjustments to price or delivery must be mutually agreed in writing.

Clause 8 – Termination

Buyer may terminate this Contract in whole or in part upon written notice if Supplier fails to perform or breaches any term, subject to applicable cure periods. Upon termination, Buyer may procure goods elsewhere and Supplier shall be liable for any excess costs.

Clause 9 – Indemnification

Supplier shall indemnify, defend, and hold Buyer harmless from any claims, damages, losses, or expenses arising out of Supplier's performance under this Contract, including infringement of intellectual property rights.

Clause 10 – Limitation of Liability

Neither party shall be liable for consequential, incidental, or punitive damages. Supplier's total liability shall not exceed the total contract price.

Clause 11 – Confidentiality

Both parties agree to keep confidential all non-public information received in connection with this Contract and to use such information solely for the purposes of performing this Contract.

Clause 12 – Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the United States and the State of _____, without reference to conflict of law principles. The parties consent to exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Clause 13 – Force Majeure

Neither party shall be liable for delays or failures to perform due to causes beyond reasonable control, including acts of God, war, terrorism, strikes, or governmental actions.

Clause 14 – Entire Agreement

This Contract, including all attachments and referenced documents, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Clause 15 – Amendments

Any amendment or modification of this Contract must be in writing and signed by authorized representatives of both parties.

Clause 16 – Assignment

Supplier shall not assign or subcontract any obligations without prior written consent of Buyer.

Clause 17 – Waiver

Failure to enforce any provision of this Contract shall not constitute a waiver of any other provision.

Clause 18 – Severability

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

Clause 19 – Notices

All notices required or permitted under this Contract shall be in writing and delivered by hand, certified mail, or recognized courier to the addresses specified herein.

Clause 20 – Signatures; Counterparts; Electronic Execution

This Contract may be executed in counterparts, including electronic signatures, each of which shall be deemed an original and all of which constitute one instrument.

BUYER'S AUTHORIZED SIGNATURE

SUPPLIER'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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