# SUPPLIER AGREEMENT

This Supplier Agreement (“Agreement”) is entered into as of [Date], by and between:

**Tailspin Toys, Inc.**, a corporation organized under the laws of [State], with a principal place of business at [Tailspin Address] (“Buyer”);  
and  
**VanArsdel, Ltd.**, a limited company organized under the laws of [Country/State], with a principal place of business at [VanArsdel Address] (“Supplier”).

**RECITALS**

WHEREAS, Buyer desires to purchase certain materials from Supplier for use in its production of remote-controlled toy cars; and  
WHEREAS, Supplier agrees to supply such materials under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. Products and Scope**

Supplier shall manufacture and deliver to Buyer the materials described in **Exhibit A** (“Products”) in accordance with the specifications provided by Buyer. Supplier shall ensure all Products conform to applicable safety and quality standards.

**2. Ordering and Delivery**

2.1. **Purchase Orders**. Buyer will issue purchase orders specifying quantities, delivery dates, and shipping instructions. Supplier shall confirm each order within two (2) business days.

2.2. **Delivery Terms**. Products shall be delivered FOB Buyer’s facility, unless otherwise agreed. Time is of the essence.

**3. Price and Payment**

3.1. **Pricing**. The pricing for the Products is set forth in **Exhibit B** and shall remain fixed for the term of this Agreement unless otherwise agreed in writing.

3.2. **Payment Terms**. Buyer shall pay all undisputed invoices within **Net 30** days from the date of invoice. Invoices shall include itemized details and reference the relevant purchase order number.

**4. Term and Termination**

4.1. **Term**. This Agreement shall remain in effect for one (1) year from the Effective Date and shall automatically renew for successive one-year terms unless terminated in accordance with this section.

4.2. **Termination for Convenience**. Either party may terminate this Agreement without cause upon sixty (60) days’ prior written notice.

4.3. **Termination for Cause**. Either party may terminate this Agreement immediately if the other party breaches any material term and fails to cure such breach within thirty (30) days after receiving written notice.

**5. Warranties**

Supplier warrants that all Products:

* Will be free from defects in material and workmanship for a period of one (1) year from delivery.
* Will conform to the specifications and samples approved by Buyer.
* Will be manufactured in compliance with all applicable laws and regulations.

**6. Liability and Indemnification**

6.1. **Limitation of Liability**. Except for breaches of confidentiality or indemnification obligations, neither party shall be liable for indirect, incidental, or consequential damages.

6.2. **Indemnification**. Supplier agrees to indemnify and hold harmless Buyer from any third-party claims, losses, or damages arising from defective Products or Supplier’s breach of this Agreement.

**7. Confidentiality**

Each party agrees to maintain in confidence and not disclose any non-public information received in connection with this Agreement, except as required by law.

**8. Force Majeure**

Neither party shall be liable for failure to perform due to causes beyond its reasonable control, including acts of God, war, labor disputes, or government actions.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the **State of [Choose State, e.g., New York]**, without regard to its conflict of law principles.

**10. Miscellaneous**

10.1. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements.

10.2. **Amendments**. No modification of this Agreement shall be effective unless in writing and signed by both parties.

10.3. **Assignment**. Neither party may assign this Agreement without the prior written consent of the other party.

10.4. **Notices**. All notices shall be in writing and delivered to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**TAILSPIN TOYS, INC.**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:  
Date:

**VANARSDEL, LTD.**  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:  
Date: