

Contract No: SWS-2025-

048

Effective Date: February 1, 2025

Rev. 1.0

# **SUPPLY AGREEMENT**



**SUPPLIER** 

# SweetWay Sugar Suppliers, Inc.

456 Sugar Mill Drive Sacramento, CA 95814 Tax ID: 82-9371045

Phone: (916) 555-7890

(hereinafter referred to as "SUPPLIER")

**BUYER** 

## **Sunshine Bakery LLC**

567 Main Street

San Francisco, CA 94110

Tax ID: 98-7654321

Phone: (415) 555-1234

(hereinafter referred to as "BUYER")

### I. PRODUCTS & PRICING SCHEDULE

PRODUCT CODE	DESCRIPTION	PACKAGING	PRICE (USD)
GRS-50	Granulated White Sugar	50 lb bag	\$38.50
BRS-50	Brown Sugar, Light	50 lb bag	\$42.75
BRS-50D	Brown Sugar, Dark	50 lb bag	\$43.95
PWS-25	Powdered Sugar, 10X	25 lb bag	\$26.50

PRODUCT CODE	DESCRIPTION	PACKAGING	PRICE (USD)
HNY-5	Wildflower Honey	5 gal bucket	\$187.50
MSY-1	Maple Syrup, Grade A	1 gal jug	\$64.95

#### II. ORDERING PROCEDURES

- A. Purchase orders must be submitted via SUPPLIER's online portal or by email to orders@sweetway.com.
- B. Orders received by 12:00 PM PST will be processed the same business day.
- C. BUYER shall provide a rolling 4-week forecast of anticipated requirements on a monthly basis.
- D. Orders may be modified or canceled up to 24 hours after submission without penalty.

### III. DELIVERY & LOGISTICS

- A. Standard delivery schedule shall be every two weeks.
- **B.** Expedited deliveries available with 48-hour notice at additional cost of \$75.00 per delivery.
- C. Title and risk of loss pass to BUYER upon delivery.
- D. BUYER shall inspect all products within 24 hours of delivery and notify SUPPLIER of any discrepancies.
- **E.** Delivery to: 567 Main Street, San Francisco, CA 94110, Loading Dock #2.

#### IV. PAYMENT TERMS

A. Payment due Net 45 days from invoice date.

- B. 2% discount available for payments made within 10 days.
- C. Payments shall be made by check or ACH transfer.
- D. All invoices will be sent electronically to accounts@sunshinebakery.com.

#### V. MINIMUM PURCHASE COMMITMENT

BUYER agrees to purchase a minimum of \$1,500.00 of product monthly during the term of this Agreement.

- **A.** Failure to meet minimum purchase commitment may result in price adjustments for subsequent orders.
- B. Minimum purchase requirements may be waived during force majeure events.

### VI. TERM & TERMINATION

- A. This Agreement shall remain in effect for one (1) year from the Effective Date.
- **B.** Either party may terminate with 90 days written notice.
- C. SUPPLIER may adjust prices with 30 days written notice, not more than once per quarter.
- D. This Agreement may be renewed for additional one-year terms upon mutual written agreement of the parties.

# VII. QUALITY ASSURANCE

- A. All products shall conform to FDA standards and SUPPLIER's published specifications.
- B. SUPPLIER shall provide Certificates of Analysis upon request.
- **C.** BUYER may reject non-conforming products within 5 business days of delivery.
- D. SUPPLIER maintains ISO 9001:2015 certification for all production facilities.



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