

SUPPLY AGREEMENT

Between: Your Organization ("Buyer")

And: BoltCo USA LLC ("Supplier")

Effective Date: [Date]

Term: 36 months (auto-renewing)

1. SUPPLY OBLIGATIONS

Supplier shall provide industrial fasteners and components as specified in attached schedules.

Supplier reserves the right to substitute materials or components with equivalent alternatives at Supplier's sole discretion without prior notice. Delivery schedules are estimates only and **Supplier makes no guarantee of on-time delivery.**

2. PRICING AND PAYMENT

Prices are subject to change with **30 days written notice** for any reason including but not limited to raw material costs, labor disputes, regulatory changes, or market conditions. **No price protection is provided.** Payment terms: Net 15 days. **Late payments subject to 18% annual interest rate and immediate suspension of deliveries.**

3. QUALITY AND SPECIFICATIONS

Products will conform to industry standards as determined by Supplier. **Supplier disclaims all warranties, express or implied, including merchantability and fitness for particular purpose.** Buyer accepts all risk of product performance and suitability.

4. FORCE MAJEURE AND SUPPLY INTERRUPTIONS

Supplier shall not be liable for delivery delays or failures due to **acts of God, labor strikes, material shortages, transportation disruptions, government regulations, cyber attacks, pandemic-related shutdowns, or any other circumstances beyond Supplier's control.** **No alternative supply arrangements will be provided during interruptions.**

5. EXCLUSIVITY AND NON-COMPETE

Buyer agrees to **source 80% of similar products exclusively from Supplier** during the contract term. Buyer shall not engage with Supplier's competitors for similar products without written consent. **Breach of exclusivity triggers immediate contract termination and penalty fees equal to 6 months of average monthly purchases.**

6. TERMINATION

Either party may terminate with **180 days written notice**. **Supplier may terminate immediately for any reason with 30 days notice**. Upon termination, Buyer must purchase all work-in-progress inventory at full price plus **25% restocking fee**.

7. LIABILITY LIMITATIONS

Supplier's total liability is limited to the value of defective products only. Supplier shall not be liable for consequential, incidental, or punitive damages, business interruption, lost profits, or costs of procurement of substitute goods. **Buyer waives all claims for supply chain disruption damages.**

8. INTELLECTUAL PROPERTY

All product specifications, designs, and technical information remain Supplier's exclusive property. **Buyer grants Supplier unlimited rights to use Buyer's specifications for other customers.** Supplier may retain and use all data about Buyer's purchasing patterns, requirements, and business operations.

9. REGULATORY COMPLIANCE

Buyer assumes all responsibility for regulatory compliance including import/export requirements, safety certifications, and environmental standards. **Supplier makes no representations regarding product compliance** with Buyer's applicable regulations.

10. DISPUTE RESOLUTION

All disputes must be resolved through **binding arbitration in Supplier's home jurisdiction**. **Buyer waives right to jury trial and class action remedies.** Prevailing party entitled to attorney's fees.

11. ASSIGNMENT

Supplier may assign this contract to any third party without Buyer's consent, including competitors or entities in restricted jurisdictions. Buyer may not assign without Supplier's written consent.

12. GOVERNING LAW

This agreement is governed by the laws of [Supplier's State], regardless of Buyer's location.