

INVENTORY STOCKING AGREEMENT

Location: _____ Effective Date: _____

Supplier Information:

Company Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Distributor Information:

Company Name: _____

Business Address: _____

Contact Person: _____

Phone/Email: _____

Inventory Details:

Product Description: _____

Quantity: _____ Unit Price (USD): _____

Total Value (USD): _____

Agreement Terms:

This Inventory Stocking Agreement (the "Agreement") is entered into between the Supplier and Distributor named above. The Supplier agrees to stock and supply the products listed herein to the Distributor under the terms and conditions set forth below.

Clause 1 – Scope of Agreement

Supplier agrees to provide the Distributor with inventory products as described above. Distributor agrees to stock and sell such products in accordance with the terms of this Agreement.

Clause 2 – Delivery and Risk of Loss

Supplier shall deliver inventory products to Distributor's specified location. Risk of loss or damage shall pass to Distributor upon delivery and acceptance of the products.

Clause 3 – Payment Terms

Distributor shall pay Supplier the agreed purchase price for each order according to the invoicing terms agreed by both parties. All payments shall be made in United States Dollars (USD).

Clause 4 – Pricing and Adjustments

Prices set forth in this Agreement are fixed unless otherwise agreed in writing by both parties. Supplier reserves the right to adjust prices with prior written notice to Distributor.

Clause 5 – Inventory Ownership

Title and ownership of the inventory products shall pass from Supplier to Distributor upon full payment of the purchase

price.

Clause 6 – Returns and Defects

Distributor shall inspect all products upon receipt and notify Supplier of any defects or discrepancies within seven (7) business days. Supplier shall be responsible for replacement or repair of defective products in accordance with applicable law.

Clause 7 – Warranties and Representations

Supplier represents and warrants that all products supplied under this Agreement shall be free from defects in material and workmanship and conform to the specifications provided.

Clause 8 – Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws and regulations governing the manufacture, sale, and distribution of the inventory products.

Clause 9 – Confidentiality

Both parties agree not to disclose any confidential information received from the other party during the term of this Agreement to any third party without prior written consent.

Clause 10 – Term and Termination

This Agreement shall remain in effect until terminated by either party with thirty (30) days written notice. Termination shall not affect obligations accrued prior to termination.

Clause 11 – Indemnification

Each party shall indemnify and hold harmless the other party against any claims, losses, liabilities, or expenses arising out of breach of this Agreement or negligence.

Clause 12 – Limitation of Liability

Neither party shall be liable for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement.

Clause 13 – Force Majeure

Neither party shall be liable for delays or failures in performance due to causes beyond their reasonable control, including natural disasters, acts of war, or government restrictions.

Clause 14 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Clause 15 – Dispute Resolution

The parties agree to attempt to resolve any dispute arising under this Agreement through negotiation in good faith. If unresolved, disputes shall be settled by binding arbitration in the agreed jurisdiction.

Clause 16 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

Clause 17 – Amendments

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

Clause 18 – Notices

All notices shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses set forth above or such other address as either party may designate.

Clause 19 – Severability

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

Clause 20 – Counterparts

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

SUPPLIER'S AUTHORIZED SIGNATURE

DISTRIBUTOR'S AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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