This Equipment Supply Agreement (this “**Agreement**”) is entered into as of [Date] (the “**Effective Date**”), by and between:

**[Supplier Name]**, a [state/country] [entity type, e.g., corporation, LLC, individual] with its principal place of business at [address] (“**Supplier**”),

and

**[Customer Name]**, a [state/country] [entity type] with its principal place of business at [address] (“**Customer**”).

Supplier and Customer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Supply of Equipment**

1.1 **Supply.** Supplier agrees to sell and deliver to Customer, and Customer agrees to purchase from Supplier, the equipment described in *Exhibit A* (the “**Equipment**”).

1.2 **Specifications.** The Equipment shall conform to the specifications set forth in *Exhibit A* and be free from material defects in design, workmanship, and materials.

1.3 **Quantity.** Quantities and delivery schedules shall be as agreed between the Parties and set forth in purchase orders or *Exhibit A*.

**2. Purchase Orders**

2.1 Customer shall submit purchase orders specifying the Equipment, quantity, delivery dates, and shipping instructions.

2.2 No purchase order shall be binding unless accepted by Supplier in writing (including email confirmation).

**3. Pricing and Payment**

3.1 **Price.** The purchase price for the Equipment shall be as set forth in *Exhibit B*.

3.2 **Payment Terms.** Customer shall pay invoices within [30] days of the invoice date unless otherwise agreed in writing.

3.3 **Taxes.** Prices are [inclusive/exclusive] of applicable taxes, duties, and shipping charges. Customer shall be responsible for all such charges unless otherwise specified.

**4. Delivery and Risk of Loss**

4.1 **Delivery.** Supplier shall deliver the Equipment in accordance with the delivery schedule in *Exhibit A* or as otherwise agreed.

4.2 **Shipping Terms.** Delivery shall be made [FOB Origin / FOB Destination / Incoterms rule]. Risk of loss and title to the Equipment shall pass to Customer upon [shipment/delivery].

**5. Inspection and Acceptance**

5.1 Customer shall inspect the Equipment within [10] business days of delivery.

5.2 If any Equipment does not conform to the specifications, Customer may reject it by providing written notice to Supplier within the inspection period.

5.3 If no notice is provided within such period, the Equipment shall be deemed accepted.

**6. Warranties**

6.1 **Supplier Warranty.** Supplier warrants that:
(a) the Equipment will conform to the specifications in *Exhibit A*;
(b) the Equipment will be free from material defects in workmanship and materials for a period of [12] months from delivery; and
(c) it has good and marketable title to the Equipment, free of liens and encumbrances.

6.2 **Exclusions.** This warranty does not cover damage caused by misuse, neglect, unauthorized modifications, or normal wear and tear.

**7. Remedies**

Customer’s sole remedy for breach of the warranty in Section 6 shall be repair or replacement of the defective Equipment, or, at Supplier’s option, refund of the purchase price.

**8. Confidentiality**

Each Party agrees to maintain the confidentiality of non-public information disclosed by the other Party in connection with this Agreement.

**9. Indemnification**

Supplier shall indemnify and hold harmless Customer from claims, damages, or liabilities arising from Supplier’s breach of this Agreement, negligence, or willful misconduct.

**10. Limitation of Liability**

EXCEPT FOR LIABILITY ARISING FROM INDEMNIFICATION, CONFIDENTIALITY BREACHES, OR FRAUD, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**11. Term and Termination**

11.1 **Term.** This Agreement shall commence on the Effective Date and remain in effect until completion of all obligations under accepted purchase orders, unless terminated earlier.

11.2 **Termination for Cause.** Either Party may terminate this Agreement upon [30] days’ written notice if the other Party materially breaches this Agreement and fails to cure within such notice period.

11.3 **Effect of Termination.** Termination shall not relieve either Party of payment obligations for Equipment delivered or accepted prior to termination.

**12. Miscellaneous**

12.1 **Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement between the Parties regarding its subject matter.

12.2 **Amendments.** Any amendment must be in writing signed by both Parties.

12.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to conflict of law principles.

12.4 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other, except to a successor in interest.

**IN WITNESS WHEREOF**, the Parties have executed this Equipment Supply Agreement as of the Effective Date.

**Supplier:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Customer:**
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A – Equipment and Specifications**

[List equipment descriptions, model numbers, quantities, delivery schedules, performance specifications]

**Exhibit B – Pricing and Payment Terms**

[List unit prices, discounts, taxes, shipping costs, payment schedule]