

**SUPPLY CONTRACT AGREEMENT**

**REPUBLIC OF ZAMBIA**

This Supply Contract (the “Agreement”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20, by and between:

**Supplier (the “Supplier”)**

**Name:** \_\_\_\_\_

**Business Name (if applicable):** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**AND**

**Purchaser (the “Purchaser”)**

**Name:** \_\_\_\_\_

**Business Name (if applicable):** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

WHEREAS, the Supplier is engaged in the business of manufacturing, wholesaling, or distributing the following goods/products:

\_\_\_\_\_

AND WHEREAS, the Purchaser desires to purchase such goods/products from the Supplier under the terms and conditions stated herein;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

## 1. DEFINITIONS

“Goods” shall refer to the products or materials to be delivered by the Supplier, specifically described as:

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## 2. TERM

This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20 and shall remain in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 20, unless earlier terminated by mutual agreement or for cause.

## 3. ORDER AND DELIVERY TERMS

The Purchaser shall place orders by written request and the Supplier shall deliver the Goods to:

**Delivery Location:** \_\_\_\_\_

Within \_\_\_\_\_ days of receiving each order.

## 4. PRICE AND PAYMENT TERMS

The Purchaser shall pay the Supplier a unit price of ZMW  
\_\_\_\_\_ per item.

Total value of supply per order shall be ZMW \_\_\_\_\_  
(inclusive/exclusive of VAT).

Payment shall be made within \_\_\_\_\_ days of invoice receipt.

## 5. WARRANTY AND RETURNS

The Supplier warrants that the Goods supplied shall be free from defects and conform to the specifications agreed upon. Goods that fail to meet quality standards may be returned within \_\_\_\_\_ days of delivery.

## 6. CONFIDENTIALITY

The Parties agree not to disclose any confidential business or technical information exchanged during the course of this Agreement to third parties, except as required by law.

## 7. INTELLECTUAL PROPERTY

**All proprietary rights in any trademarks, designs, or technical documentation provided under this Agreement shall remain with the respective Party who owns them, unless otherwise agreed.**

## 8. TERMINATION

Either Party may terminate this Agreement by giving \_\_\_\_\_ days' written notice to the other. In the event of breach, the non-breaching Party may terminate immediately.

## 9. FORCE MAJEURE

Neither Party shall be held liable for failure or delay in performing obligations due to causes beyond their reasonable control, including but not limited to natural disasters, governmental acts, or war.

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the Republic of Zambia. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the courts of Zambia or referred to arbitration under the Arbitration Act No. 19 of 2000.

**11. ENTIRE AGREEMENT**

This document contains the entire agreement between the Parties and supersedes any prior agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have hereunto executed this Supply Contract Agreement on the date first above written.

**SIGNED for and on behalf of the SUPPLIER**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**SIGNED for and on behalf of the PURCHASER**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_