



The following terms and conditions are a part of each purchase order submitted by [SPECIFY YOUR RESTAURANT NAME], (hereafter referred to as the “Buyer”) and are binding upon Merchant.

IT IS HEREBY AGREED BY THE PARTIES HEREIN THAT THE ACCEPTANCE OF THE SELLER IS LIMITED TO THE TERMS OF THE PURCHASE AND THESE TERMS AND CONDITIONS.

Buyer’s objection to different or additional terms shall not be waived by acceptance of any

goods or by payment of any invoice.

1. Acceptance of a [SPECIFY YOUR RESTAURANT NAME] order, or shipment of goods or performance of work in connection therewith, constitutes Merchant’s agreement to all of the terms and conditions set forth herein. The provisions of these terms and conditions may be modified by Buyer at any time. Such modifications will be provided to Merchant, and shall be binding upon the parties from the date of such posting or provision to Merchant.
2. Buyer may utilize orders in writing, by facsimile or by electronic transmission, including electronic mail. Verbal orders will also be valid orders.
3. In the event Merchant is unable to deliver any part or all of the goods called for by any order, Merchant agrees to notify the Buyer immediately. Such notice will not limit the remedies available to Buyer or the liability of Merchant for nonperformance.
4. Buyer may refuse delivery or return the goods F.O.B. Buyer’s dock for the following reasons:
5. Shipments of less than or in excess of quantities ordered.
6. Goods which is not according to sample, not deemed of appropriate quality, or which are not specified in the order.
7. Goods which is not as represented or as warranted.
8. Goods which is recalled for any reason. In the event any of products supplied by Merchant, are recalled, Merchant’s obligation shall include, but not be limited to, the following:
9. Immediately, at its sole cost and expense, contact Buyer;
10. Immediately, at its sole cost and expense, arrange to have the recalled product(s) picked up from or destroyed at each store (but only to the extent that Merchant has or is provided with the contact information for such store) and replace such recalled product(s) with new product(s) as ordered by Buyer;

[4412 Roosevelt Street, San Francisco, CA 94114]

[+1 415 359 1127 | hello@gourmet.com]

[gourmet.com]

1. Immediately contact Buyer to work with Buyer’s public relations representatives, as designated from time to time, in order to coordinate mutually acceptable public warnings and news media coverage.
2. In all events where goods furnished under any order is found to be defective, such goods shall be subject to inspection and testing by representatives of Buyer, or its customers, may be rejected and or returned to Merchant at at Merchant’s cost at any time prior to resale. At the option of Buyer in its sole discretion, any returned goods or shipment shall be subject to refund, repair or replacement by Merchant, at Merchant’s cost. Payments made for the purchase of goods prior to inspection shall not constitute acceptance and Buyer reserves the right to hold for Merchant or return to Merchant, at Merchant’s expense, any rejected goods. In addition, Buyer shall have the right with [SPECIFY NUMBER] [SPECIFY TIME UNIT] advance written notice during reasonable business hours, to inspect such portions of Merchant’s authorized production and processing facilities where the products are produced, stored, or shipped from, for any reason Buyer deems necessary, including but not limited to, performing product quality inspections and inspections for cleanliness and compliance with store standards and specifications.
3. The Merchant hereby represent and warrant to the buyer that all goods shipped under any purchase order has passed rigorous inspection and is safe for use for which it was manufactured, and such goods or its sale by the Buyer does not violate all applicable laws, regulations, or ordinances of [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED] or any state or any agency or political subdivision thereof.
4. Merchant warrants that it does not and will not in violation of applicable law, custom or practice (a) discriminate in hiring on the basis of race, color, national origin, gender, religion or sexual orientation, or (b) utilize child labor, prison labor or indentured or forced labor in the operation of its business, or (c) participate in any payment or authorization practices in violation of the applicable laws of [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED].
5. Merchant represents and warrants that each and every product provided, processed, or manufactured by Merchant and contained in any delivery to [SPECIFY YOUR RESTAURANT NAME] will be, as of the date of such delivery:
6. Not adulterated, misbranded, or otherwise in violation of the [SPECIFY APPLICABLE ACT BY REGULATORY BODY OR AGENCY] (hereafter referred to as the ‘Act”), and all acts and/or rules and regulations amending or supplementing same, and any substantially similar state food and drug law, or other applicable federal, state, or municipal laws, ordinances, rules, or regulations, nor an article which may not be introduced into interstate commerce under the Act or other applicable law, either as delivered or shipped;
7. Free of any chemicals on any list promulgated by any state or federal government of known chemicals causing cancer or reproductive toxicity (or, if any of the products contain any of the aforesaid chemicals, Merchant represents, warrants, and guarantees that such products fully comply with existing federal and state standards and that the quantity is in compliance with federal and state standards for those chemicals)
8. Free from any salmonella or listeria organisms, toxins, foreign material, or other poisonous or injurious matter
9. Free from any artificial colourings and preservatives which are not derived from a batch certified by Merchant in accordance with the Act, and all other revisions and amendments thereto and all regulations issued under such Act;
10. Merchantable and fit for its intended purpose and use and in compliance with all applicable federal, state, and local (to the extent that the latter are substantially similar to federal and state laws) laws, rules, and regulations of [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED] not specifically mentioned.
11. Free from any hydrogenated or partially hydrogenated oils and that any fluid dairy products contain no BGH or bovine growth hormones.
12. Merchant agrees to defend (with counsel acceptable to Buyer), indemnify and save harmless Buyer from any and all claims, suits, fines, liabilities, damages, losses or expenses, including attorneys’ fees and costs, [ADD MORE AS NEEDED].

Merchant shall not, without the prior written consent of Buyer, settle or compromise any action, suit, proceeding or claim in which Buyer is named as a party, or consent to the entry of any judgment in any such matter.

All indemnification obligations of Merchant hereunder shall survive termination or cancellation of any purchase order. Merchant agrees that Buyer may maintain records of Merchant’s compliance with the representations and warranties of Merchant made in any purchase order or otherwise and that Buyer may at any time, upon notice to Merchant, undertake inspection of Merchant’s facilities in order to determine such compliance.

Merchant agrees to maintain insurance in full force and effect to fulfill Merchant’s indemnification obligations hereunder, and will furnish Buyer with certificates of insurance evidencing coverage for Commercial General Liability Insurance including Contractual and Products Liability, on an occurrence basis, with at least $[SPECIFY AMOUNT IN NUMERICAL VALUE] in [SPECIFY CURRENCY] Bodily Injury and Property Damage combined single limit per occurrence, and in the aggregate, and including Vendor’s Endorsement naming Buyer as an additional insured. By requiring insurance herein, Buyer does not represent that coverage and limits will be adequate to protect Merchant, and such coverage and limits shall not be deemed as a limitation on Merchant’s liability hereunder.

1. Merchant may have access to certain commercially valuable or otherwise proprietary or confidential information relating to the operations, products, sales and business of Buyer and its affiliated and related companies or third parties including, without limitation [SPECIFY CONFIDENTIAL INFORMATION] (including “Personal Information” as that term is defined in [SPECIFY SECTION OR ARTICLE] of the [SPECIFY APPLICABLE ACT BY REGULATORY BODY OR AGENCY] in the state or province of [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED]) sources of supply, prospects or projections, manufacturing techniques, formulas, research or experimental work, work in process or any other proprietary or confidential matter, ( hereafter referred to as “Confidential Information”).

Confidential Information shall exclude any information that: [SPECIFY].

1. Buyer reserves the right to cancel all or any part of any purchase order which has not actually been shipped by Merchant in the event Buyer’s business is interrupted because of strikes, labor disturbances, lockout, riot, fire, act of God, or the public enemy, or any other cause, whether like or unlike the foregoing, if beyond the reasonable efforts of the Buyer to control. Merchant’s timely performance under any purchase order shall not be excused or deemed to have been made impracticable by reason of any delay or failure to perform by Merchant or any agent, subcontractor or supplier of Merchant, caused by or related to any computer system incompatibility or inability to accurately process date and time data.
2. A waiver of or failure to perform any one or more of the conditions of any purchase order shall not constitute a waiver of or an excuse for nonperformance as to any other part of these terms and conditions or any purchase order.
3. Unless otherwise required by state law, payment terms are net [SPECIFY NUMBER] [SPECIFY TIME UNIT], and will be calculated from the receipt of goods or invoice, whichever is later. Payments usually will be issued on the next weekly check run following the due date for all correctly invoiced and received goods. Buyer reserves the right to offset any amounts claimed by Buyer against any amounts otherwise due Merchant.
4. In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against the Merchant, including any proceeding under the bankruptcy laws of [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED], or any bankruptcy, insolvency or receivership laws of any state or any foreign country, or any political subdivision thereof or in the event of the appointment with or without Merchant’s consent of a receiver or an assignee for the benefit of creditors, Buyer may, at its option, cancel any purchase order as to any undelivered portion of the goods.
5. Each purchase order and the rights and obligations of the parties hereunder shall be determined in accordance with the laws of the [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED]. If litigation arises under any purchase order or these terms and conditions, or as a consequence of any transaction contemplated or resulting from this or either party’s performance or breach thereof, jurisdiction and venue of such litigation shall be in the Superior Court for the State of [SPECIFY STATE OR PROVINCE] of [SPECIFY STATE OR PROVINCE] [OR SPECIFY AREAS OR LOCATIONS COVERED], at the option of Buyer, and Merchant hereby consents to such jurisdiction and venue. Any award or judgment of any of said courts may be entered and enforced in any other domestic or foreign court of competent jurisdiction, and shall be awarded full faith and credit.
6. No claim, action or demand arising out of the transactions under any purchase order may be brought by Merchant more than one year after the cause of action has accrued.
7. Merchant hereby assigns to Buyer all assignable warranty rights with respect to the goods in each purchase order, including without limitation all rights of Merchant under warranties of any manufacturer of any of the goods or any part or component thereof.
8. Each order is enforceable by Buyer directly against Merchant, regardless of whether the purchase order was submitted directly to Merchant by Buyer or was submitted to Merchant by another party on behalf of Buyer. No such other party shall have any authority to act for Buyer, bind Buyer to any agreements or modifications or otherwise act as agent for Buyer. Merchant shall not assign or transfer any purchase order, or any interest therein, without the prior written consent of Buyer, and any attempted assignment made without such consent shall be null and void.