



# Barter Agreement

## I. Parties

This **Barter Agreement** (shall be referred as "**Agreement**" hereinafter) has been signed by and between the parties ( collectively referred as the "**Parties**" and individually to as the "**Party**" hereinafter) below;

**Party 1**

**Party 2**

## II. Description of Goods

Under this Agreement, Parties agree to exchange the goods that are described in detail below;

- Party A shall provide its proprietary \_\_\_\_\_ to be the subject of the barter transaction. The technical and decisive features of the good are as follows;
  
- Party B shall provide its proprietary \_\_\_\_\_ to be the subject of the barter transaction. The technical and decisive features of the good are as follows;

Both Parties represent and warrant that they have full legal ownership and authority over the goods/services being offered in the barter transaction and that there are no restrictions, liens, or encumbrances on the goods/services.

### **III. Right to Inspect**

The Parties agree and accept that each of them have right to inspect the goods that are subject to the barter transaction. During inspection Parties examine the goods to decide whether the the good fits the qualifications stated before. If during the inspection, any defects, damages, or discrepancies are identified, the Party conducting the inspection shall promptly notify the other Party in writing, providing a detailed description of the issues discovered.

Upon receiving the inspection notice, the receiving Party shall have \_\_\_\_\_ days to remedy the identified issues, either by repairing or replacing. If the receiving Party fails to remedy the issues or if the parties are unable to reach a mutually satisfactory resolution, either party shall withdraw this Agreement.

It is essential that the right of inspection is exercised a reasonable time before the determined delivery date. During the exercise of the right to inspect, the Parties shall act in accordance with the rules of goodwill.

### **IV. Value of Exchange**

The Parties shall assign a fair market value to their goods subject to this Agreement. The fair market value shall be based on reasonable and customary pricing practices prevailing in the relevant industry or market.

In the event that either Party detects a damage or issue that depreciates the value of the good during inspection, the respective Party may demand a discount on the value of the good. In the event that the Parties cannot agree on the fair market values, an independent third party may be mutually assigned to determine the values. The cost of engaging such third party shall be shared equally.

The difference between the determined fair market values is paid by the Party that has lower fair market valued good, as the value of exchange.

### **V. Delivery of the Goods**

The delivery of the goods shall be held on \_\_\_\_\_, at \_\_\_\_\_.

Both parties shall exercise reasonable care in packaging, handling, and transporting the goods to ensure their safe and secureness of the goods.

## VI. Termination

This Agreement shall be terminated if both parties agree in writing to terminate this Agreement, either with or without cause, at any time before the date of delivery.

If either party commits a material breach of any provision of this Agreement and fails to remedy such breach within a \_\_\_\_\_ day period of time after receiving written notice from the non-breaching party, the non-breaching Party shall terminate this Agreement with an immediate effect. In such a case, the non-breaching party may claim a reasonable compensation as profit loss or deprived benefit.

## VII. Other Provisions

- Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand or delivered to the addresses of the Parties indicated in the first page of this Agreement.
- The Parties hereby agree that this Agreement contains the entire Agreement between the Parties and supersedes all prior negotiations and understandings between the Parties. This Agreement shall not be modified, changed, altered or amended without written consent of the Parties.
- This Agreement shall be governed by and construed in accordance with the applicable federal laws and the laws of the State of \_\_\_\_\_.

**Party 1**

Name

Date

**Signature**

\_\_\_\_\_

**Party 2**

Name

Date

**Signature**

\_\_\_\_\_

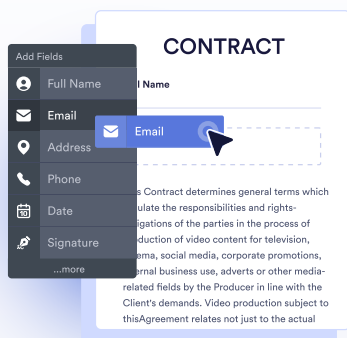


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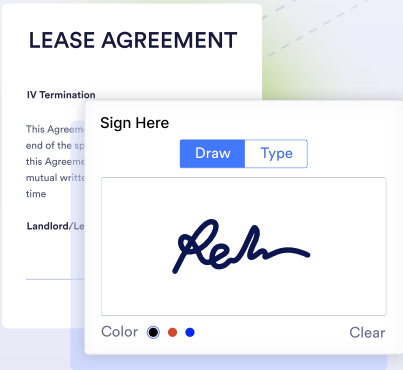
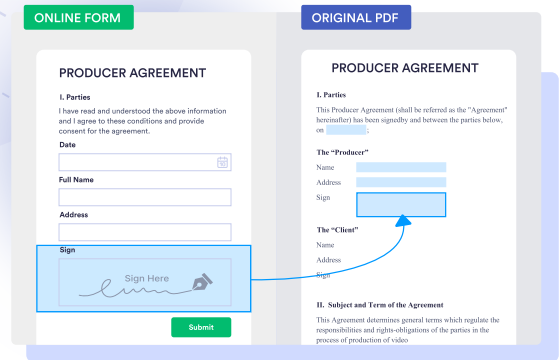
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