

GOODS DELIVERY AGREEMENT

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This Goods Delivery Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SHIPPER / SELLER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [SHIPPER ADDRESS] ("**Shipper**"); and

[CARRIER / DELIVERY PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CARRIER ADDRESS] ("**Carrier**").

Shipper and Carrier are each a "**Party**" and together the "**Parties**."

Recitals. Shipper requires the transportation and delivery of certain goods to one or more destinations, and Carrier is in the business of transporting and delivering goods and wishes to provide those services on the terms below. Specific shipments will be described in delivery orders that reference this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope of Delivery Services

1.1 Services. Carrier will pick up, transport, and deliver the goods described in each delivery order (the "**Goods**") from the agreed origin to the agreed destination (the "**Delivery Services**") with reasonable skill and care and consistent with generally accepted standards in the transportation industry.

1.2 Delivery orders. Each shipment will be described in a written delivery order or manifest (a "**Delivery Order**") that states, at minimum: (a) a description, quantity, and weight of the Goods; (b) the pickup location and delivery destination; (c) the requested pickup and delivery windows; and (d) any special handling instructions. Each accepted Delivery Order is governed by this Agreement.

1.3 Acceptance of orders. Carrier may accept or decline any Delivery Order at its discretion unless a Delivery Order states a committed volume. Carrier's commencement of pickup constitutes acceptance of that Delivery Order.

1.4 Equipment and personnel. Carrier will furnish all vehicles, equipment, fuel, drivers, and personnel necessary to perform the Delivery Services, each properly licensed, insured, and maintained in good working order.

2. Delivery Schedule and Performance

2.1 Delivery windows. Carrier will use commercially reasonable efforts to complete pickup and delivery within the windows stated in the applicable Delivery Order. Unless a Delivery Order expressly states that "time is of the essence," stated times are estimates and not strict deadlines.

2.2 Delays. Carrier will promptly notify Shipper of any anticipated delay and the reason for it. The Parties will cooperate in good faith to reschedule delivery or arrange an alternate route or destination as needed.

2.3 Failed or refused delivery. If a delivery cannot be completed because the consignee is unavailable, refuses the Goods, or the destination is inaccessible, Carrier will notify Shipper and follow Shipper's reasonable instructions. Reasonable redelivery, storage, or return charges may be billed to Shipper as set out in the applicable Delivery Order or fee schedule.

2.4 Proof of delivery. Carrier will obtain and retain a signed or electronically captured proof of delivery for each completed delivery and will provide a copy to Shipper on request.

3. Title, Risk of Loss, and Care of Goods

3.1 Care in transit. While the Goods are in Carrier's possession, Carrier will store, handle, and transport them with reasonable care and in accordance with any handling instructions in the Delivery Order.

3.2 Risk of loss. Risk of loss or damage to the Goods passes to Carrier upon Carrier's acceptance of the Goods at pickup and passes back to Shipper or the consignee upon delivery and acceptance at the destination, except to the extent a loss results from Carrier's negligence or breach. The Parties may modify this allocation in a Delivery Order using recognized delivery terms (for example, **[FOB / EXW / DAP — confirm meaning with counsel]**).

3.3 Title. This Agreement does not transfer title to the Goods. Carrier acquires no ownership interest in the Goods and holds them solely as a transporter and bailee.

3.4 Inspection at pickup. Carrier may note visible damage or discrepancies at pickup on the Delivery Order. Absent such notation, the Goods are presumed tendered in apparent good order and condition.

4. Fees, Charges, and Payment

4.1 Charges. Shipper will pay the delivery charges stated in each Delivery Order or in the attached rate schedule. Unless stated otherwise, charges are in **[CURRENCY, e.g. US dollars]** and exclusive of taxes, tolls, and accessorial fees.

4.2 Accessorial charges. Additional charges for fuel surcharges, waiting time, detention, redelivery, storage, special handling, or after-hours service apply only as stated in the rate schedule or as the Parties agree in writing.

4.3 Invoicing and payment. Carrier will invoice Shipper **[WEEKLY / MONTHLY / PER DELIVERY]**. Shipper will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

4.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

4.5 Disputed charges. Shipper will pay all undisputed amounts on time and will notify Carrier in writing of any disputed charge within **[NUMBER]** days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputed charges promptly.

5. Insurance and Liability

5.1 Carrier insurance. Carrier will maintain, at its expense, commercial automobile liability, cargo, and general liability insurance with limits no less than **[AMOUNT]** per occurrence, plus any coverage required by applicable law. Carrier will provide certificates of insurance on Shipper's request.

5.2 Limitation on cargo liability. Except for loss caused by Carrier's gross negligence or willful misconduct, Carrier's liability for loss of or damage to the Goods is limited to the lesser of the actual documented value of the affected Goods or **[AMOUNT / per-pound limit]**, unless Shipper declares a higher value in the Delivery Order and pays any applicable excess-value charge.

5.3 Exclusion of indirect damages. Neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility, except in cases of gross negligence or willful misconduct.

5.4 Claims procedure. Shipper or the consignee must note visible loss or damage on the proof of delivery at the time of delivery and submit a written claim to Carrier within [NUMBER, e.g. 15] days of delivery (or, for non-delivery, within [NUMBER] days of the scheduled delivery date). Failure to submit a timely claim may, to the extent permitted by applicable law, bar recovery.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section.

6.2 Termination for convenience. Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 30] days' prior written notice, provided that each Party completes any Delivery Order already in progress.

6.3 Termination for cause. Either Party may terminate this Agreement immediately on written notice if the other Party materially breaches and fails to cure the breach within [NUMBER, e.g. 10] days after written notice describing it.

6.4 Effect of termination. On termination, Shipper will pay Carrier for all Delivery Services performed and charges accrued through the effective date of termination. Carrier will deliver or safely return any Goods then in its possession in accordance with Shipper's instructions.

7. Indemnification

7.1 By Carrier. Carrier will defend, indemnify, and hold harmless Shipper against third-party claims for bodily injury, death, or property damage to the extent caused by Carrier's negligence, willful misconduct, or breach of this Agreement in performing the Delivery Services.

7.2 By Shipper. Shipper will defend, indemnify, and hold harmless Carrier against third-party claims to the extent arising from (a) the inherent nature of the Goods, (b) Shipper's inaccurate or incomplete shipping information or mislabeling, or (c) Shipper's breach of this Agreement.

7.3 Procedure. The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle a claim in a way that imposes liability or an admission on the indemnified Party without its consent.

8. Compliance, Hazardous Goods, and Prohibited Items

8.1 Legal compliance. Each Party will comply with all applicable laws, regulations, and licensing requirements governing the transportation of goods, including motor-carrier safety, weight, hours-of-service, and customs rules where applicable.

8.2 Hazardous and restricted goods. Shipper will not tender, and Carrier need not transport, hazardous materials, perishables, regulated, or restricted items unless expressly identified in the Delivery Order and agreed in writing. Shipper will provide all required documentation, labeling, and packaging for any such Goods.

8.3 Packaging. Shipper is responsible for packaging the Goods adequately for ordinary transit. Carrier is not liable for loss or damage attributable solely to inadequate packaging by Shipper.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment and subcontracting.** Neither Party may assign this Agreement without the other's prior written consent. Carrier may use qualified subcontractors to perform the Delivery Services but remains responsible for their performance.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.6 **Entire agreement; amendment.** This Agreement, together with its Delivery Orders and rate schedules, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

SHIPPER	CARRIER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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