Tendify.net

CONTRACT CLAUSES TEMPLATE

Ref: TND-LEGAL-CLAUSES-2026-V1

NOTICE FOR PROCUREMENT & LEGAL TEAMS: These protective contract clauses are designed to be integrated into Proforma Invoices (PI), Sales Contracts, or Purchase Orders (PO) for international B2B trades. Copy and insert the relevant clauses into your contractual framework prior to issuing any financial advance.

1. MEDIA AUTHENTICITY & MATERIAL REPRESENTATION WARRANTY

CLAUSE 1.1 — REPRESENTATION OF PHYSICAL ASSETS & NON-SYNTHETIC MEDIA

The Seller explicitly warrants and guarantees that all promotional media, catalog photographs, digital walkthrough videos, production facility footage, technical specifications, and certificates provided to the Buyer are true, authentic, and direct representations of the Seller's actual manufacturing facilities, equipment, and physical inventory.

The Seller confirms that no provided visual or audio media has been generated, artificially altered, synthetically augmented, or digitally manipulated using Generative AI (including but not limited to AI image synthesis, generative fill, or AI voice cloning) in a manner that misrepresents the true physical condition, material grade, dimensions, surface finish, or technical capabilities of the contracted goods or manufacturing plant.

Material Breach Event: Any deliberate substitution of actual product imagery with synthetic, altered, or third-party stolen media shall be classified as a **Material Breach of Contract and Intentional Misrepresentation** under applicable international commercial laws.

Usage Note: *Insert Clause 1.1 into the "Warranties and Representations" section of your international purchase agreement.*

2. REMEDIES, TERMINATION & TENDIFY TRUST ACCOUNT PROTECTIONS

CLAUSE 2.1 — FRAUD DISCREPANCY & ADVANCE DEPOSIT FREEZE

In the event that pre-shipment inspection, third-party laboratory analysis, or live video verification reveals that the physical goods or manufacturing infrastructure materially deviate from the digital representations, samples, or Certificates of Analysis (COA) provided by the Seller:

(a) Immediate Deposit Freeze: If advance funds or LC payments are held under the **Tendify Trust Account Mechanism**, the Buyer shall have the immediate unilateral right to instruct the escrow custodian to freeze the release of all advance deposits pending independent investigation.

(b) Contract Cancellation & Full Refund: The Buyer shall be entitled to terminate this Agreement with immediate effect without incurring any penalty. The Seller shall immediately refund 100% of any received funds within five (5) business days.

(c) Penalty & Inspection Liquidated Damages: The Seller shall compensate the Buyer for all third-party inspection fees (e.g., SGS/TÜV), testing costs, and administrative expenses incurred as a direct result of the fraudulent or mismatched media presentation.

Usage Note: *Attach Clause 2.1 to Payment Terms when utilizing Tendify Trust Account escrow protection.*

3. THIRD-PARTY QUALITY INSPECTION & VERIFICATION MANDATE

CLAUSE 3.1 — SGS / TÜV PRE-SHIPMENT ACCESS & AUDIT RIGHTS

The Buyer reserves the unconditional right to appoint an independent, accredited third-party inspection agency (including but not limited to SGS, TÜV, Cotecna, or Bureau Veritas) to perform a comprehensive physical assessment of the contracted goods, factory line, and raw material inventory prior to final dispatch.

Seller Cooperation Mandatory: The Seller undertakes to grant the appointed inspection agents unrestricted physical access to the production line, warehousing facilities, and testing laboratories during regular business hours.

Verification Against Approved Baseline: Physical goods will be evaluated strictly against the physical sample previously approved by the Buyer and the written technical specifications attached to this Agreement—not against promotional catalog photos. Refusal to allow third-party physical inspection shall constitute an immediate Event of Default.

Usage Note: *Ensure this clause is cited alongside the Purchase Order (PO) inspection schedule.*

4. DOCUMENT & COMPLIANCE AUTHENTICITY CLAUSE

CLAUSE 4.1 — DIRECT ISSUER AUTHENTICATION OF CERTIFICATES & TEST REPORTS

All Certificates of Analysis (COA), ISO compliance documents, material test reports, and regulatory approvals submitted by the Seller must be verifiable via the official database or direct channel of the issuing authority.

The Seller agrees that the Buyer may independently verify certificate QR codes, serial numbers, and issuer signatures with the issuing registrar. Submission of forged, OCR-altered, or synthetically generated compliance documentation shall result in immediate contract voidance, forfeiture of performance bonds, and reporting of the entity to international trade enforcement portals.

Usage Note: *Standard provision for chemical, industrial, food-grade, and regulated commodity procurement.*