CONTRACT CHECKLIST		
✓	ISSUE	WHAT TO CHECK
☐	**Partner licences**	Has the German buyer provided copies of its current § 52a AMG wholesale licence and § 4 MedCanG narcotics import licence?
☐	**Import permit obligation**	Does the contract require the buyer to obtain and communicate the BfArM import permit within a specified timeframe after the purchase order?
☐	**§ 377 HGB / complaint timing**	Does the contractual complaint mechanism state the notice period, required form and documentation clearly? Has your operations team been briefed?
☐	**Delivery confirmation**	Does the contract require written delivery confirmation at the point of receipt, linked explicitly to the payment obligation?
☐	**Independent lab clause**	Are testing criteria, sample size, defect threshold and cost allocation all specified in the contract — not left to post-dispute negotiation?
☐	**Binding forecast / MMOQ**	Is the binding nature of the MMOQ unambiguous? Is the quality carve-out limited to formally notified, substantiated complaints?
☐	**No-set-off clause**	Does the contract prohibit set-off except for claims uncontested in writing by the seller or finally determined by a court (§ 309 Nr. 3 BGB)?
☐	**Pay the undisputed portion**	Does the contract require the buyer to pay the undisputed portion of any invoice on time, regardless of a partial dispute?
☐	**Advance payments**	Are advance payments linked to production milestones, documented as non-refundable once met, and is storage cost allocation addressed?
☐	**Regulatory risk**	Is the buyer's obligation to maintain its BfArM licence stated expressly? Is self-caused licence loss excluded from force majeure?
☐	**Recall procedure**	Does the contract require buyer notification and seller approval before any recall, with a proportionality requirement?
☐	**GMP / GDP documentation**	Does the contract specify retention of QP release records, CMR documents and temperature logs for the full product shelf life?
☐	**Exclusivity remedies**	If the buyer has exclusive rights for a strain, are there explicit damages remedies — including stranded inventory — for refusal to take delivery?