

VENDOR AGREEMENT

Effective date: [DATE]. Complete the bracketed fields and remove unused options before signing.

Buyer: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

Supplier: [FULL LEGAL NAME], [ADDRESS], [NOTICE EMAIL].

1. GOODS AND SERVICES

Description, specification, quantity and any included services: [DETAILS]. Exclusions: [LIST OR NONE]. Term, order process, binding order acceptance, forecast status and minimum commitments: [DETAILS]. Forecasts are not binding unless expressly agreed.

2. PRICE AND PAYMENT

Unit prices, total, currency, taxes and shipping charges: [ITEMIZED DETAILS]. Deposit and payment dates: [DETAILS]. Invoice disputes must be explained promptly; undisputed sums remain due. Price changes apply only under [AGREED FORMULA / WRITTEN APPROVAL] and do not change accepted orders unless agreed.

3. DELIVERY, TITLE AND RISK

Delivery date, place and shipping responsibility: [DETAILS]. Any trade term and named place: [DETAILS OR NONE]. Title passes at [EVENT]. Risk of loss passes at [EVENT]. Delay notice, mitigation and agreed cancellation or refund rights: [TERMS].

4. INSPECTION AND DEFECTS

Inspection period: [NUMBER] days after delivery. Report non-conforming items with reasonable evidence; remedy and deadline: [REPAIR / REPLACEMENT / REFUND TERMS]. Acceptance does not waive hidden defects or mandatory rights. Warranty scope, duration and claims process: [DETAILS].

5. PERFORMANCE AND LIABILITY

Supplier obtains required permissions for its supply and complies with agreed safety and quality standards. Recall, infringement claims or service failures: [RESPONSIBILITIES]. Liability cap, excluded losses and exceptions: [DETAILS OR NONE], preserving liabilities that cannot be excluded.

6. TERMINATION AND DISRUPTION

Material breach cure: [NUMBER] days after notice. Ongoing order cancellation and any convenience termination: [TERMS]. On termination, pay for conforming accepted supply and refund unearned advances under [PROCESS]. Uncontrollable disruption requires prompt notice and mitigation; either party may cancel affected undelivered items after [PERIOD], with related prepayments refunded.

7. NOTICES AND CHANGES

Notices must be sent to the addresses above by [AGREED DELIVERY METHOD] and take effect on [AGREED RECEIPT RULE]. Each party must promptly notify the other of changed contact details. Changes to this agreement must be recorded in writing and accepted by all affected parties.

8. LAW AND DISPUTES

Governing law: [AGREED LAW]. Courts or other agreed dispute process: [FORUM AND PROCESS]. The parties will first try to resolve a dispute through their named contacts for [NUMBER] days, without preventing urgent relief or missing a legal deadline. Nothing in this agreement removes rights or requirements that cannot lawfully be excluded.

9. COMPLETE AGREEMENT

This document and its completed schedules record the agreement on this subject. If a term cannot be enforced, the remaining terms continue to the extent permitted. Each signatory confirms authority to sign for the named party. Counterparts and electronic signatures may be used where permitted; any additional signing formalities must still be completed.

SIGNATURES

Buyer: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]

Supplier: [NAME]

Signature: _____ Date: _____

Signing capacity, if applicable: [TITLE / CAPACITY]