

VENDOR AGREEMENT

PARTIES

- This Vendor Agreement (hereinafter referred to as the **"Agreement"**) is entered into on _____ (the **"Effective Date"**), by and between _____, with an address of _____ (hereinafter referred to as the **"Client"**) and _____ with an address of _____ (hereinafter referred to as the **"Vendor"**) (collectively referred to as the **"Parties"**).

SCOPE OF ENGAGEMENT

The Vendor agrees to provide and supply the goods and/or services enlisted below to the Client as per the terms of this Agreement.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

PAYMENT TERMS

The Parties agree that the Client will make payments on a net-30 basis upon monthly receiving and accepting invoices from the Vendor.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement and that they possess the expertise and knowledge to provide the goods and/or services in this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one of the party's negligence or breach.

RELATIONSHIP BETWEEN THE PARTIES

- ___ Hereby, the Parties agree that the Vendor in this Agreement is an independent contractor.
- ___ Under no circumstances shall the Vendor be considered an employee.
- ___ Whereas, this Agreement does not create any other partnership between the Parties.

FAILURE TO MAINTAIN COVERAGE

The Parties agree that it would be deemed as a breach of this Agreement in case the Vendor fails to maintain or provide insurance. In this case, the Client would be entitled to terminate this Agreement.

TERMINATION

- The Parties agree that either of the parties is entitled to terminate this Agreement with _____ days written notice.
- The Parties agree that upon the termination of this Agreement, all unpaid debts would be due to the Vendor within _____ days.

DISPUTE RESOLUTION

- ___ Any dispute and/or difference arising out of or related to this Agreement will be submitted to _____ (Arbitration/mediation/negotiation) according to, and subject to the laws of _____.

NOTICES

- The Parties agree that any notices related to this Agreement will be in in the form of _____ (writing/formal email).

DELAYS

- The Parties agree that in case either of them becomes aware of a situation that risks the delay of this Agreement or any portion of it, they will be provided with _____ days to provide a written notice of such information to the other party.

GOVERNING LAW

- ___ This Agreement will be governed by and construed according to the laws of _____.

ENTIRE AGREEMENT

- This Agreement is complete and with respect to the subject matter herein, supersedes all and any prior agreements, understandings, and conditions, expressed or implied, written or oral, of any nature with respect to the subject matter herein.
- The expressed terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.

SEVERABILITY

- In an event where a provision of this Agreement is found to be void and/or unenforceable by a court of competent jurisdiction, then the provisions remaining will continue to be enforced.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

CLIENT

VENDOR

DATE

DATE
