

# Supplier Contract

This **Supplier Contract** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**"), by and between:

**Company**

**Supplier**

Company and Supplier may be referred to individually as a "**Party**" and collectively as the "**Parties**."

## 1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which Supplier will provide goods and/or services to Company.

## 2. Scope of Supply

Supplier agrees to supply the goods and/or services described below:

Description of Goods and Services	Quantity/Scope	Specifications/Standards	Delivery Location

Supplier shall ensure that all goods and services meet the specifications agreed upon and are suitable for their intended purpose.

### 3. Term

This Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_, unless terminated earlier in accordance with the Termination clause.

### 4. Pricing and Payment Terms

The Company agrees to pay Supplier for the goods and/or services as follows:

Item/Service	Unit Price	Total Price	Payment Schedule

Payment shall be made within \_\_\_\_\_ days from receipt of a valid invoice, unless otherwise agreed in writing.

Supplier shall submit invoices that clearly reference this Agreement and include sufficient detail to support the charges.

### 5. Delivery and Performance

Supplier shall deliver the goods and/or perform the services in accordance with the agreed schedule:

Milestone/Delivery	Date	Requirements

Time is an essential element of this Agreement. Any anticipated delays must be promptly communicated to the Company.

## 6. Quality and Compliance

Supplier represents that:

- All goods will be new, free from defects, and of satisfactory quality.
- All services will be performed with reasonable care, skill, and diligence.
- Goods and services will comply with applicable laws, regulations, and industry standards.

Company reserves the right to inspect and reject non-conforming goods or services.

## 7. Acceptance

Goods and services shall be subject to acceptance by the Company within \_\_\_\_\_ days of delivery or completion. If defects or non-conformities are identified, Supplier shall promptly remedy them at no additional cost.

## 8. Confidentiality

Each Party agrees to keep confidential any non-public, proprietary, or sensitive information received from the other Party and to use such information solely for the purposes of this Agreement.

This obligation shall continue for a period of \_\_\_\_\_ years following termination of this Agreement.

## 9. Intellectual Property

Unless otherwise agreed in writing:

- All intellectual property rights in materials provided by Supplier prior to this Agreement remain the property of Supplier.
- Any work product specifically created for Company under this Agreement shall belong to Company upon full payment.

Supplier grants Company a non-exclusive, perpetual license to use any pre-existing materials incorporated into the deliverables.

## 10. Liability

Each Party shall be responsible for its own acts and omissions. Supplier shall be liable for direct damages arising from its failure to meet its obligations under this Agreement.

Neither Party shall be liable for indirect or consequential damages, including loss of profits, except where such limitation is not permitted by law.

## 11. Indemnification

Supplier agrees to indemnify and hold harmless Company from any claims, damages, or losses arising out of:

- Defective goods supplied by Supplier
- Breach of this Agreement by Supplier
- Violation of applicable laws or third-party rights

## 12. Termination

Either Party may terminate this Agreement:

- **For cause**, if the other Party materially breaches this Agreement and fails to remedy the breach within \_\_\_\_\_ days after receiving written notice.
- **Without cause**, by providing \_\_\_\_\_ days' prior written notice.

Upon termination:

- Supplier shall cease all work and deliveries.
- Company shall pay for all accepted goods and completed services up to the termination date.
- Any outstanding obligations, including confidentiality and liability provisions, shall survive termination.

## 13. Force Majeure

Neither Party shall be held liable for failure or delay in performing its obligations due to events beyond its reasonable control, including natural disasters, governmental actions, or disruptions in supply chains, provided that the affected Party promptly notifies the other Party.

## 14. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of \_\_\_\_\_.

Any disputes arising under this Agreement shall first be addressed through good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to the competent courts of \_\_\_\_\_.

## 15. Assignment

Supplier shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company, which shall not be unreasonably withheld.

## 16. Independent Contractor

Supplier is an independent contractor and not an employee, agent, or partner of the Company. Nothing in this Agreement creates any employment or partnership relationship.

## 17. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or representations related to its subject matter.

## 18. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

## 19. Notices

All notices under this Agreement shall be in writing and delivered to the addresses of the Parties stated above or to such other address as either Party may designate in writing.

## 20. Signatures

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

**Company**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Supplier**

**Name**

**Date**

**Signature**

\_\_\_\_\_



This document is a PDF copy of **Supplier Contract** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



## Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

### Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

[jotform.com/products/pdf-editor/](https://jotform.com/products/pdf-editor/)



### Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

[jotform.com/products/smart-pdf-forms/](https://jotform.com/products/smart-pdf-forms/)



### Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

[jotform.com/products/sign/](https://jotform.com/products/sign/)



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.