

VENDOR CONTRACT

1. Parties

This **Vendor Contract** (shall be referred as the "**Contract**" hereinafter) has been signed by and between the parties below;

The "Vendor"

The "Company"

WHEREAS the Vendor is a supplier who provide goods in _____ industry and the Company is a reseller of the goods to the consumers in related markets,

WHEREAS the Vendor and the Company have agreed that the following goods shall be provided by the Vendor and offered by the company to the consumer in the relevant markets,

NOW THEREFORE, parties have agreed the terms and conditions below;

2. Term and Termination

This Contract shall commence on the date of the last signature above and shall continue until terminated by either party in accordance with the terms of this agreement.

Either party may terminate this agreement for just cause if the other party materially breaches any term or condition of this Contract and fails to cure such breach within _____ days of receiving written notice thereof.

Either party may terminate this Contract without cause upon _____ days written notice to the other party.

Upon termination of this Contract, the Vendor shall immediately cease all work on the project and deliver to the Company any work product or materials developed or acquired under this Contract. The Company shall pay the vendor for all goods satisfactorily completed and accepted by the Company prior to the effective date of termination.

3. Goods and Pricing

The Vendor agrees to provide the goods or products as described in table below, as the first order;

Goods	Quantity	Price

These products will be delivered on _____ at the latest. All goods must be new, unused, and free from defects. Further order requests will be submitted in writing and in the format specified above.

4. Delivery Procedure

The Vendor shall ship the goods or products after the fifth day from order notice is received at latest. The Vendor shall provide the delivery schedule for the goods or products in writing to the Company.

The Company shall have five (5) business days from the date of delivery to reject any goods or products that do not conform to decided specifications. Any rejected goods or products shall be returned to the Vendor at the vendor's expense.

If the Vendor fails to deliver the goods or products on time, the Company may, at its option, cancel the order without liability or accept the goods or products at a reduced price.

The Vendor shall bear the risk of loss or damage to the goods or products until they are delivered to the delivery location which is decided by the Company for each order.

5. Payment Schedule

The Company agrees to pay a deposit of _____% of the total order price for each order upon the order. The remaining balance of the total order price is due after the delivery of the products. In the event of any additional work or changes requested by the Company that are outside the scope of this Contract, the Vendor shall submit a separate proposal with a corresponding payment schedule for such work or changes.

All payments shall be made via _____. Any late payments shall accrue interest at the rate of _____% per month or the maximum allowable by law, whichever is lower. The Company shall be responsible for any taxes or duties payable in connection with the products or services provided under this Contract.

6. Guarantees

The Vendor guarantees that all products and services provided under this Contract will be of high quality and will conform to all specifications and requirements agreed upon by the parties. The Vendor further guarantees that all products and services shall be delivered on time and will meet or exceed all applicable industry standards and regulations.

In the event of any defects or non-conformities, the Vendor guarantees that it will promptly and satisfactorily remedy such issues at no additional cost to the Company. The Vendor also guarantees that it has all necessary licenses, permits, and certifications required to perform the services and deliver the products as required under this Contract. Finally, the Vendor guarantees that it will comply with all applicable laws, regulations, and codes of ethics in performing its obligations under this Contract.

7. Confidentiality

The parties acknowledge that in the course of performing its obligations under this Contract, it may have access to confidential information belonging to the other party. The parties agree to keep such information confidential and not to disclose it to any third party without the prior written consent of the other party, except as required by law or as necessary to perform its obligations under this Contract.

The parties agree to take all reasonable measures to protect the confidentiality of the confidential information, including, but not limited to, implementing appropriate physical, technical, and administrative safeguards. The vendor further agrees that it will not use any of the Company's confidential information for any purpose other than to perform its obligations under this Contract.

8. Independent Contractors

The Company and the Vendor each expressly agree and understand that they are creating an independent contractor relationship, and that the Company shall not be considered an employee of the Vendor for any purpose. Parties also agree that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

9. Miscellaneous Provisions

- **Entire Agreement** - This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written or oral, between the parties with respect to the subject matter of this Contract.
- **Notices** - All notices and other required communications under this Contract shall be in written form and shall be deemed as duly given if delivered personally, sent by registered mail or sent to the addresses which are indicated in the first page of this Contract.
- **Non-Waiver** - No failure or delay by either party in exercising any right, power, or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- **Severability** - Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.
- **Assignment** - The Vendor may not assign or transfer any of its rights or obligations under this Contract without the prior written consent of the Company. Any attempted assignment or transfer in violation of this clause shall be null and void.

10. Governing Law

Disputes arising from this Contract shall be resolved primarily by the good faith approaches of the parties and by reconciliation. This Contract shall be governed by and construed in accordance with the laws of the State of _____.

The Vendor

Date

Signature

The Company

Date

Signature



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