

VENDOR AGREEMENT

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This Vendor Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CUSTOMER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CUSTOMER ADDRESS] (the "**Customer**"); and

[VENDOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [VENDOR ADDRESS] (the "**Vendor**").

Customer and Vendor are each a "**Party**" and together the "**Parties**."

Recitals. Customer wishes to purchase certain goods, services, or both from Vendor from time to time, and Vendor wishes to supply them, on the terms below. Specific purchases will be described in one or more orders that reference this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Scope and Orders

1.1 Framework. This Agreement governs the overall purchasing relationship between the Parties. It does not, by itself, obligate Customer to purchase, or Vendor to supply, any specific goods or services. Specific purchases are authorized only through an accepted order.

1.2 Goods and services. "**Goods**" means the products Vendor supplies, and "**Services**" means the services Vendor performs, in each case as described in an Order. Goods and Services together are the "**Products**."

1.3 Orders. Customer may submit purchase orders or other written orders (each, an "**Order**") describing the Products, quantities, prices, delivery dates, and delivery locations. An Order becomes binding when Vendor accepts it in writing or begins performance. Pre-printed terms on Vendor's acknowledgment or invoice that conflict with this Agreement have no effect.

1.4 Order of precedence. If a conflict exists between this Agreement and an Order, this Agreement controls unless the Order is signed by both Parties and expressly states that it overrides a specific section of this Agreement and identifies that section by number.

2. Pricing, Invoicing, and Payment

2.1 Prices. Prices are as stated in the applicable Order or an agreed price list. Unless an Order says otherwise, prices are in [CURRENCY, e.g. US dollars], are exclusive of taxes, and include standard packaging.

2.2 Price changes. Vendor may change prices on [NUMBER, e.g. 30] days' prior written notice, but a price change does not apply to Orders already accepted before the change takes effect.

2.3 Invoicing. Vendor will invoice Customer on [DELIVERY / MILESTONE COMPLETION / AS STATED IN THE ORDER], with reasonable supporting documentation, referencing the applicable Order.

2.4 Payment. Customer will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

2.5 Disputed amounts. Customer will pay all undisputed amounts on time and will notify Vendor in writing of any disputed amount within **[NUMBER]** days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputed amounts promptly.

2.6 Taxes. Customer is responsible for sales, use, and similar taxes arising from a purchase, except taxes based on Vendor's net income. Vendor will state such taxes separately on each invoice.

3. Delivery, Title, and Risk of Loss

3.1 Delivery. Vendor will deliver Goods to the location and by the date stated in each Order. Unless the Order says otherwise, delivery terms are **[e.g. FOB Destination / FOB Origin — confirm and define the Incoterm or shipping term used]**.

3.2 Title and risk of loss. Title and risk of loss to Goods pass to Customer in accordance with the agreed delivery term in Section 3.1. For Services, this Section does not apply.

3.3 Late or partial delivery. If Vendor cannot meet a delivery date, it will promptly notify Customer and propose a remedy. Customer may cancel any Order, in whole or in part, that is not delivered within **[NUMBER]** days after the agreed date, without liability for the canceled portion.

3.4 Inspection and acceptance. Customer may inspect Goods on delivery and Services on completion. Customer will notify Vendor of any rejection within **[NUMBER, e.g. 10]** days, describing the nonconformity. Products not rejected within that period are deemed accepted, without waiving warranty rights under Section 4.

4. Warranties

4.1 Vendor warranties. Vendor warrants that the Products will: (a) conform to the specifications and any sample or description in the Order; (b) be free from defects in material and workmanship for **[WARRANTY PERIOD, e.g. 12 months from delivery]**; (c) be free of liens and encumbrances on delivery; and (d) be provided in compliance with applicable law.

4.2 Services warranty. Vendor warrants that Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

4.3 Remedy. For a breach of warranty timely reported, Vendor will, at its option and expense, repair, replace, or re-perform the nonconforming Product, or refund the amount paid for it. This is Customer's exclusive warranty remedy.

4.4 Disclaimer. Except as expressly stated in this Section, and to the extent permitted by applicable law, Vendor disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose. **[Some jurisdictions limit warranty disclaimers; confirm with local counsel.]**

5. Compliance and Standards

5.1 Legal compliance. Vendor will comply with all laws applicable to its performance, including those governing the manufacture, sale, labeling, import, and export of the Products, and anti-bribery and trade-control laws.

5.2 Customer policies. While on Customer's premises or accessing Customer's systems, Vendor and its personnel will follow Customer's reasonable safety, security, and conduct policies that Customer provides in advance.

5.3 Subcontracting. Vendor may not subcontract a material portion of the Products without Customer's prior written consent. Vendor remains responsible for the acts and omissions of its subcontractors as if they were its own.

5.4 Records and audit. Vendor will keep accurate records relating to the Products for [NUMBER, e.g. 3] years and, on reasonable notice, will provide Customer information reasonably necessary to verify Vendor's compliance with this Agreement.

6. Confidentiality

6.1 Definition. "Confidential Information" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including pricing, business plans, specifications, and customer data.

6.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by confidentiality obligations at least as protective as these.

6.3 Exclusions and compelled disclosure. The obligations do not apply to information that is public, already known, rightfully obtained from a third party, or independently developed. A Party may disclose Confidential Information as required by law, with prompt notice where legally permitted.

7. Indemnification and Liability

7.1 Indemnification by Vendor. Vendor will defend Customer against third-party claims arising from (a) a defect in the Products, (b) Vendor's negligence or willful misconduct, or (c) a claim that the Products infringe a third party's intellectual property rights, and will indemnify Customer for resulting damages finally awarded or agreed in settlement.

7.2 Indemnification by Customer. Customer will defend Vendor against third-party claims arising from Customer's misuse of the Products in a manner not contemplated by this Agreement, and will indemnify Vendor for resulting damages.

7.3 Procedure. The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle a claim in a way that imposes liability or admission on the indemnified Party without its consent.

7.4 Exclusion of indirect damages. Except for the matters in Section 7.6, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility.

7.5 Liability cap. Except for the matters in Section 7.6, each Party's total aggregate liability under this Agreement will not exceed the total amounts paid or payable for the Products giving rise to the claim in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

7.6 Exclusions from the cap. The limitations in Sections 7.4 and 7.5 do not apply to a Party's indemnification obligations, breach of confidentiality, gross negligence or willful misconduct, or amounts owed for Products delivered.

8. Term and Termination

8.1 Term. This Agreement begins on the Effective Date and continues for [INITIAL TERM, e.g. one year], then renews for successive [RENEWAL TERM] periods unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the then-current term.

8.2 **Termination for convenience.** Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 60] days' prior written notice, without affecting Orders already accepted unless the Parties agree otherwise.

8.3 **Termination for cause.** Either Party may terminate this Agreement immediately on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice, or becomes insolvent or subject to bankruptcy proceedings that are not dismissed within [NUMBER] days.

8.4 **Effect of termination.** Termination does not affect accepted Orders unless canceled. Customer will pay for Products properly delivered and accepted through the effective date.

8.5 **Survival.** Sections 2 (for accrued amounts), 4, 6, 7, and 9, and any provision that by its nature should survive, survive termination.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Non-exclusivity.** This Agreement is non-exclusive. Either Party may engage with other vendors or customers, unless an Order expressly provides otherwise.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.7 **Entire agreement; amendment.** This Agreement, together with accepted Orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

CUSTOMER	VENDOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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