

Vendor Supply Agreement

An agreement for a vendor to supply products to a company over time. Template v1.0.

Date of this agreement: _____

Company: _____

Vendor: _____

1. Products and pricing

Products:

Pricing:

Unless the pricing says otherwise, prices include packaging and exclude taxes, which are added as the law requires. The Vendor gives at least 60 days written notice of any price change, and a change does not affect orders already accepted.

2. Orders

How orders are placed:

If a purchase order conflicts with this agreement, this agreement applies unless both parties sign a change. Standard terms printed on either party's forms do not apply.

3. Delivery

Delivery terms:

The Vendor tells the Company as soon as it knows a delivery will be late. Ownership and risk pass to the Company when the products are delivered as agreed.

4. Payment

Days to pay a correct invoice: _____

The Company pays each correct invoice within the number of days above, counted from the later of delivery and receipt of the invoice. The Company tells the Vendor promptly about any disputed amount and pays the rest on time.

5. Quality and inspection

Products must match the agreed specifications and any approved samples, be new unless agreed otherwise, and be fit for any purpose the Company has told the Vendor about. The Company may inspect products on delivery and may reject any that do not conform by telling the Vendor within 14 days. The Vendor replaces or refunds rejected products at its own cost, including return shipping.

6. Warranty

The Vendor warrants that the products are free from defects in materials and workmanship for 12 months from delivery, or longer if the law or the Vendor's own warranty gives more. The Vendor repairs, replaces or refunds a defective product, as the Company chooses.

7. Compliance and ethics

The Vendor will:

- (a) follow all laws that apply to the products and its business, including product safety, labelling, environmental, labour, import and export laws
- (b) use no child labour and no forced or prison labour, and make sure its own suppliers do the same
- (c) treat workers fairly and provide safe working conditions
- (d) not offer, pay or accept bribes or any other improper payment
- (e) give the Company reasonable evidence of compliance when asked

The Company will not offer or accept bribes or improper payments either.

8. Insurance

The Vendor keeps general and product liability insurance at levels suitable for the products and gives proof on request.

9. Confidentiality

Each party keeps the other's confidential information private, including prices, specifications and plans, and uses it only for this agreement. This lasts during the agreement and for three years after.

10. Liability and indemnity

The Vendor will cover the Company against third party claims, losses and reasonable legal costs caused by defective products, the Vendor's breach of law, or products that infringe another person's rights. The Company will cover the Vendor in the same way for claims caused by specifications or designs the Company provided. Neither party is liable for indirect or consequential loss or lost profits, except under these indemnities, for fraud, or where the law does not allow the limit.

11. Term and ending

Notice to end: _____

This agreement starts on the date above and continues until either party ends it by written notice of the length above. Either party may end it at once if the other seriously breaches it and does not fix the breach within 30 days of notice. Orders accepted before the end are completed and paid for unless both parties agree otherwise.

12. Governing law and whole agreement

This agreement is governed by the laws of:

This agreement, with the purchase orders under it, is the whole agreement about the supply of the products. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies.

For the Vendor

Signature

Name

Date

Title

For the Company

Signature

Name

Date

Title