

BASIC AGREEMENT VENDOR CONTRACT

Location: _____ Contract Number: _____

Vendor Information:

Full Legal Name: _____

Tax Identification Number (TIN) / EIN: _____

Business Address: _____

Contact Phone/Email: _____

Buyer Information:

Full Legal Name: _____

Tax Identification Number (TIN) / EIN: _____

Business Address: _____

Contact Phone/Email: _____

Product/Service Information:

Description of Goods or Services: _____

Quantity (if applicable): _____ Units

Unit Price (USD): _____

Total Price (USD): _____

Payment Terms and Conditions:

Payment Method: _____

Payment Schedule or Due Date: _____

Delivery and Acceptance:

Delivery Location: _____

Delivery Terms (Incoterms if applicable): _____

Inspection / Acceptance Procedures: _____

Warranties and Representations:

Vendor represents and warrants that: (a) it has full authority to enter into this Agreement and perform its obligations; (b) the goods/services shall conform to the specifications and be free from defects in material and workmanship; (c) the goods/services comply with all applicable laws, regulations, and standards; and (d) Vendor has the legal right to sell or provide the goods/services described herein.

Indemnification:

Vendor shall indemnify, defend, and hold Buyer harmless from and against any claims, damages, losses, liabilities, costs, and expenses arising out of or related to Vendor's breach of this Agreement, negligence, or willful misconduct.

Limitation of Liability:

Neither party shall be liable to the other for any consequential, incidental, special, or punitive damages arising under or in connection with this Agreement, except for damages resulting from gross negligence or willful misconduct.

Term and Termination:

This Agreement shall commence upon execution and continue until all obligations have been fulfilled. Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within a reasonable period after notice.

Confidentiality:

The parties agree to keep confidential all non-public information exchanged in connection with this Agreement and not disclose it to any third party except as required by law or with prior written consent.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____. The parties irrevocably waive any right to trial by jury in any action or proceeding relating to this Agreement.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

Miscellaneous:

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendments must be in writing signed by both parties. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Neither party may assign this Agreement without the prior written consent of the other.

VENDOR'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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