

## **VENDOR AGREEMENT**

### **PARTIES**

- This Vendor Agreement (hereinafter referred to as the **"Agreement"**) is entered into on \_\_\_\_\_ (the **"Effective Date"**), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the **"Client"**) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the **"Vendor"**) (collectively referred to as the **"Parties"**).

### **SCOPE OF ENGAGEMENT**

The Vendor agrees to provide and supply the goods and/or services enlisted below to the Client as per the terms of this Agreement.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

### **PAYMENT TERMS**

The Parties agree that the Client will make payments on a net-30 basis upon monthly receiving and accepting invoices from the Vendor.

### **REPRESENTATION AND WARRANTIES**

- The Parties agree and disclose that they are authorized fully for entering this Agreement and that they possess the expertise and knowledge to provide the goods and/or services in this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

### **LIABILITY**

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one of the party's negligence or breach.