# VENDOR AGREEMENT

This Vendor Agreement is made and entered into on this (Date), by and between ABC Technologies Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at No. 42, Technopark Road, Chennai, Tamil Nadu, India and (Buyer’s company name), a proprietorship firm having its office at (Buyer’s address).

## 1. Scope of Work

The Vendor shall provide comprehensive UI/UX design services for the ABC product suite, including but not limited to:  
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## 2. Deliverables & Timeline

The project will be delivered in three phases:  
- Phase 1 (Deliverables): (Start date – End date)  
- Phase 2 (Deliverables): (Start date – End date)  
- Phase 3 (Deliverables): (Start date – End date)  
  
All deliverables must be submitted in Figma and exported assets in SVG/PNG as required.

## 3. Payment Terms

The Company agrees to pay a total project fee of INR (Total amount) (inclusive of all taxes), payable in the following milestones:  
- 30% on Agreement Signing: INR (Enter the amount)  
- 40% on Completion of Phase 2: INR (Enter the amount)  
- 30% on Final Handover: INR (Enter the amount)  
  
Payments shall be made within 10 business days of invoice submission.

## 4. Confidentiality & Non-Disclosure

The Vendor agrees to keep all materials, client data, and product information confidential during and after the term of this Agreement. No materials may be disclosed to third parties without prior written consent from the Company.

## 5. Limitation of Liability

Under no circumstances shall either party be liable to the other for any indirect, incidental, or consequential damages, including loss of profits, even if advised of the possibility of such damages. The total liability of either party shall not exceed the total amount paid under this Agreement.

## 6. Termination

Either party may terminate this Agreement by providing a 30-day written notice. In such case, the Vendor shall be compensated for work completed up to the termination date. All materials and drafts must be returned to the Company.

## 7. Jurisdiction & Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

## 8. Acknowledgement & Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Vendor:**  
ABC Technologies Pvt. Ltd.

**Buyer:**  
(Buyer’s company name)

Date: \_\_\_\_\_\_\_\_\_\_