

# VENDOR AGREEMENT

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This Vendor Agreement (hereinafter referred to as the "Agreement") shall commence on January 1, 2024.

**BY AND BETWEEN:** **ABC Incorporated**, hereinafter referred to as the "Client".

**AND:** **VENDOR BV**, hereinafter referred to as the "Vendor", collectively referred to as the "Parties".

This Agreement will be considered agreed and valid upon signature by both parties. In consideration of the mutual promises and covenants in this Agreement, the Parties further agree to the terms as follows

## Scope of Engagement

The Vendor hereby agrees to supply the following goods or services at the Client's place of business, located at ABC Lane, 1011AB Amsterdam, The Netherlands, in accordance with the terms of this Agreement:

- Scissors
- Staplers
- Pencils
- Notebooks
- Envelopes
- Highlighters

## Payment Terms

The Client will receive monthly invoices and, after verifying that the charges are accurate, issue payment within 30 days. All payment matters should be address to the Client's accounts payable department.

## Representation and Warranties

The Parties mutually represent and warrant that they have the capacity and qualifications necessary to abide by the terms and conditions of this Agreement.

The Vendor represents that it is a legally registered entity or individual with the legal capacity to enter into this Agreement and fulfill its obligations herein.

Furthermore, the Vendor represents that it possesses the expertise, experience, licenses, and certifications required to provide the goods or services specified in the "Scope of Engagement" section.

The Vendor also warrants its commitment to compliance with all applicable laws, regulations, and industry standards while providing the goods or services outlined in this Agreement.

### **Liability and Indemnification**

The Vendor will take responsibility and cover any losses or damages that the Client and its representatives may experience.

In addition, the Client agrees to protect the Vendor from any loss or damage, except in the case of extreme carelessness or recklessness by the Vendor or its representatives.

### **Insurance**

The Vendor is obligated to source suitable insurance for the duration of the contract and upon request will provide verification of such insurance to the Client.

If the Vendor fails to provide proof of insurance, the Client will treat this as a violation of the vendor Agreement and it will be cause for termination.

### **Independent Contractor**

The Vendor will be regarded as a self-employed individual. This Agreement does not establish an employer-employee relationship, and such an Agreement will never be formed in the future.

### **Termination**

This vendor Agreement can be terminated by either party with 10 days written notice. All unpaid debts must be paid to the Vendor within 30 days of the termination.

### **Entire Understanding**

This vendor Agreement, along with any associated documents, constitutes the complete Agreement and shall supersede any previous Agreements, both written and spoken.

### **Legal Fees**

In the event of any legal action, the victorious party is eligible to receive compensation for expenses such as lawyer fees, court costs, and transportation costs.

### **Notices**

All communication regarding this vendor Agreement must be done in writing and either sent by mail or delivered in person.

### **Delays**

Should either of the parties become aware of any issue that may postpone any part of the contract, they must inform the other side within five days in a written report that includes all relevant details.

### **Signatures**

In signing this Agreement, the Vendor confirms their familiarity with the conditions of operating with the Client, and pledges to adhere to these terms at all times.

#### **CLIENT**

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Signed (signature)

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Print Name

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Address

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Date

#### **VENDOR**

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Signed (signature)

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Print Name

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Address

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Date