VENDOR AGREEMENT

1. 1. Parties

This Vendor Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [BUYER NAME], a [ENTITY TYPE] with its principal place of business at [BUYER ADDRESS] (the "Buyer"), and [VENDOR NAME], a [ENTITY TYPE] with its principal place of business at [VENDOR ADDRESS] (the "Vendor"). The Buyer and the Vendor are referred to individually as a "Party" and together as the "Parties." Each Party represents that the individual signing below has full authority to bind that Party. Notices under this Agreement must be in writing and are effective when delivered to the addresses above, with a copy to [BUYER NOTICE EMAIL] and [VENDOR NOTICE EMAIL]. Either Party may change its notice address by written notice to the other.

2. 2. Goods and Services Supplied

The Vendor will supply the goods, services, or both described in Exhibit A (the "Products"), which lists the item descriptions, part or SKU numbers, specifications, service levels, packaging requirements, and standard lead times agreed by the Parties. The Products must conform in all respects to the specifications in Exhibit A and to any drawings, samples, or written performance standards approved by the Buyer. The Vendor will not change the composition, materials, source of supply, manufacturing location, or method of performance for any Product without giving the Buyer at least [CHANGE NOTICE PERIOD, e.g., 60 days] prior written notice and obtaining written approval. Exhibit A may be updated only by a written amendment signed by both Parties. This Agreement is non-exclusive, and the Buyer is not obligated to purchase any minimum quantity unless Exhibit A states a firm commitment.

3. 3. Ordering and Purchase Orders

The Buyer will order Products by issuing a written purchase order identifying the items, quantities, unit prices, requested delivery dates, and ship-to locations. A purchase order becomes binding when the Vendor accepts it in writing or begins performance, and the Vendor will acknowledge or reject each order within [ACKNOWLEDGMENT PERIOD, e.g., two business days]. The terms of this Agreement govern every purchase order, and any preprinted, additional, or conflicting terms appearing on a purchase order, order acknowledgment, invoice, packing slip, or click-through form have no effect unless both Parties sign a document expressly amending this Agreement. If a conflict arises, the order of precedence is this Agreement, then Exhibit A, then the applicable purchase order. The Buyer may cancel or reschedule any order that has not shipped by giving [CANCELLATION NOTICE, e.g., 10 days] written notice, subject to reimbursement of documented non-cancellable costs already incurred.

4. 4. Pricing and Price Changes

Prices for the Products are set out in Exhibit A and are firm through [PRICE LOCK DATE OR PERIOD, e.g., the first twelve months of the Term]. Prices include all packaging, handling, and standard freight to the delivery locations listed in Exhibit A unless Exhibit A states otherwise, and exclude only applicable sales or use taxes, which will be shown separately on each invoice. After the price lock period, the Vendor may propose a price change no more than [PRICE CHANGE FREQUENCY, e.g., once per calendar year] by giving at least [PRICE CHANGE NOTICE, e.g., 90 days] prior written notice with supporting documentation of the underlying cost movement, and no increase may exceed [PRICE INCREASE CAP, e.g., the increase in the applicable CPI index or 5 percent, whichever is lower]. A price change does not apply to purchase orders already accepted. The Vendor represents that the prices charged to the Buyer are no less favorable than those offered to other customers of comparable volume.

5. 5. Delivery, Title, and Risk of Loss

The Vendor will deliver the Products on the dates stated in the accepted purchase order, in the quantities ordered, to the locations specified, and packaged to prevent damage in transit and to meet any labeling or documentation requirements in Exhibit A. Delivery terms are [DELIVERY TERMS, e.g., DDP Buyer facility] and time is of the essence. Title and risk of loss pass to the Buyer on delivery and acceptance at the designated location. The Vendor will notify the Buyer promptly of any anticipated delay and of the corrective action being taken, and the Buyer may, without waiving other remedies, cancel the delayed order or require expedited shipment at the cost of the Vendor. Repeated late delivery of more than [LATE DELIVERY THRESHOLD, e.g., 10 percent] of orders in any [MEASUREMENT PERIOD, e.g., quarter] is a material breach of this Agreement.

6. 6. Quality Standards, Inspection, and Rejection

The Vendor will maintain a documented quality management system appropriate to the Products and will meet the quality standards and any certifications listed in Exhibit A, including [QUALITY STANDARDS, e.g., ISO 9001 certification, food safety certification, or agreed service level targets]. The Buyer may inspect and test Products at any time before, during, or after delivery, and payment or delivery does not constitute acceptance. The Buyer will have [INSPECTION PERIOD, e.g., 15 days] after delivery to inspect and to reject any Product that fails to conform to specification. Rejected Products may be returned at the expense and risk of the Vendor for full credit, replacement, or repair at the option of the Buyer. If a defect could not reasonably have been discovered on inspection, the Buyer may reject it within [LATENT DEFECT PERIOD, e.g., 90 days] of discovery. The Vendor will investigate the root cause of any recurring nonconformity and provide a written corrective action plan within [CORRECTIVE ACTION PERIOD, e.g., 10 business days].

7. 7. Invoicing and Payment

The Vendor will invoice the Buyer after delivery and acceptance of each order, and each invoice must reference the applicable purchase order number, line items, quantities, unit prices, and any taxes, or it may be returned unpaid. Payment terms are [PAYMENT TERM, e.g., net 45 days] from the date the Buyer receives a correct and undisputed invoice, payable by [PAYMENT METHOD]. An early payment discount of [DISCOUNT TERMS, e.g., 2 percent for payment within 10 days] applies where stated in Exhibit A. The Buyer may withhold payment of any amount it disputes in good faith, provided it notifies the Vendor in writing within [DISPUTE WINDOW, e.g., 15 days] of receiving the invoice and pays all undisputed amounts on time. Undisputed amounts not paid when due accrue interest at [LATE INTEREST RATE] per month or the maximum permitted by law, whichever is lower. The Buyer may set off against amounts owed any credits, chargebacks, or documented claims arising under this Agreement.

8. 8. Warranties and Remedies

The Vendor warrants that all Products will conform to the specifications in Exhibit A, will be new and free from defects in materials, workmanship, and design, will be performed in a professional and workmanlike manner where services are involved, will be free of liens and encumbrances, will comply with all applicable laws and standards, and will not infringe the intellectual property rights of any third party. This warranty runs for [WARRANTY PERIOD, e.g., 12 months] from acceptance or the longer period offered by the Vendor to its other customers, and applies to repaired or replaced Products for the remainder of the original period or [REPAIR WARRANTY, e.g., 90 days], whichever is longer. If a Product breaches this warranty, the Vendor will promptly repair it, replace it, or refund the price, at the option of the Buyer, and will bear all related freight, removal, and reinstallation costs. These warranties are in addition to any warranty implied by law and survive inspection, acceptance, and payment.

9. 9. Insurance and Indemnification

Throughout the Term and for [TAIL PERIOD, e.g., two years] afterward, the Vendor will maintain at its own cost commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., $1,000,000 per occurrence and $2,000,000 aggregate], products and completed operations coverage, automobile liability of [AUTO LIABILITY LIMIT], workers compensation at statutory limits, and [ADDITIONAL COVERAGES, e.g., professional liability or cyber liability of $1,000,000] where applicable. The Vendor will name the Buyer as an additional insured on the liability policies, will provide certificates of insurance on request and on renewal, and will give [INSURANCE NOTICE PERIOD, e.g., 30 days] notice of cancellation. The Vendor will defend, indemnify, and hold harmless the Buyer and its officers, employees, and customers against all third-party claims, damages, penalties, and reasonable legal fees arising from defective Products, negligence or willful misconduct of the Vendor or its subcontractors, breach of this Agreement, violation of law, or any claim that a Product infringes third-party intellectual property rights. The Buyer will give prompt written notice of any claim and reasonable cooperation in its defense.

10. 10. Compliance with Laws and Vendor Code of Conduct

The Vendor will comply with all federal, state, local, and foreign laws applicable to the Products and to its performance, including laws on workplace safety, wages and hours, child and forced labor, immigration, anti-discrimination, environmental protection, product safety and labeling, export controls and sanctions, data protection, and anti-bribery and anti-corruption, including the Foreign Corrupt Practices Act. The Vendor will comply with the code of conduct attached as Exhibit B and will require its subcontractors and suppliers to meet equivalent standards. The Vendor will obtain and maintain all licenses, permits, and registrations required for its operations and will provide evidence on request. The Vendor will notify the Buyer in writing within [COMPLIANCE NOTICE PERIOD, e.g., five business days] of any regulatory investigation, recall, safety notice, or citation that relates to the Products. Failure to comply with this section is a material breach that entitles the Buyer to terminate immediately.

11. 11. Confidentiality, Records, and Audit Rights

Each Party may receive non-public information from the other, including pricing, forecasts, specifications, customer data, and technical information (the "Confidential Information"). The receiving Party will use it only to perform this Agreement, will protect it with at least reasonable care, and will disclose it only to personnel and approved subcontractors who need it and are bound by comparable duties, with the usual exceptions for information that is public, already known, independently developed, or required to be disclosed by law. These duties continue for [CONFIDENTIALITY PERIOD, e.g., three years] after the Term ends. The Vendor will keep complete and accurate records of all Products supplied, costs, invoices, quality tests, and compliance documentation for at least [RECORD RETENTION PERIOD, e.g., three years] after each transaction. On [AUDIT NOTICE, e.g., 10 business days] written notice and no more than [AUDIT FREQUENCY, e.g., once per year], the Buyer may audit those records and inspect the facilities of the Vendor during business hours to verify pricing, quality, and compliance. If an audit reveals an overcharge greater than [AUDIT THRESHOLD, e.g., 3 percent], the Vendor will refund the difference and pay the cost of the audit.

12. 12. Subcontracting, Assignment, and Change of Control

The Vendor may not subcontract the manufacture of any Product or the performance of any material part of the services without the prior written consent of the Buyer, which will not be unreasonably withheld. The Vendor remains fully responsible for the acts, omissions, quality, confidentiality, insurance, and legal compliance of every approved subcontractor as if they were the acts of the Vendor, and will flow down the material obligations of this Agreement to each of them. Neither Party may assign this Agreement without the written consent of the other, except that the Buyer may assign it to an affiliate or to a successor to substantially all of its business. The Vendor will notify the Buyer in writing at least [CHANGE OF CONTROL NOTICE, e.g., 30 days] before any change of control, sale of substantially all assets, or relocation of production, and the Buyer may terminate this Agreement on notice if the change would materially affect supply, quality, or confidentiality.

13. 13. Term and Termination

This Agreement begins on the Effective Date and continues for an initial term of [INITIAL TERM, e.g., two years], renewing automatically for successive [RENEWAL TERM, e.g., one-year] periods unless either Party gives written notice of non-renewal at least [NON-RENEWAL NOTICE, e.g., 60 days] before the end of the then-current term. Either Party may terminate for convenience on [CONVENIENCE NOTICE, e.g., 90 days] written notice. Either Party may terminate immediately if the other materially breaches and fails to cure within [CURE PERIOD, e.g., 30 days] after written notice, or if the other becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver or bankruptcy proceeding commenced against it that is not dismissed within [INSOLVENCY PERIOD, e.g., 60 days]. On termination, the Vendor will complete all accepted purchase orders unless the Buyer directs otherwise, the Buyer will pay for all conforming Products delivered and accepted, and the Vendor will return Buyer property, tooling, data, and Confidential Information. If requested, the Vendor will provide transition assistance for up to [TRANSITION PERIOD, e.g., 90 days] at the prices then in effect.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to its conflict of laws rules, and the United Nations Convention on Contracts for the International Sale of Goods does not apply. The Parties will first attempt to resolve any dispute through escalation to senior representatives for at least [ESCALATION PERIOD, e.g., 30 days], and any unresolved dispute will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE]. Except for indemnification obligations, breach of confidentiality, and amounts owed for Products delivered, neither Party is liable for indirect, incidental, or consequential damages, and the aggregate liability of each Party is limited to [LIABILITY CAP, e.g., the amounts paid under this Agreement in the twelve months preceding the claim]. The Vendor is an independent contractor and not an agent, partner, or employee of the Buyer. This Agreement, with its exhibits, is the entire agreement between the Parties on this subject, may be amended only in a signed writing, and remains effective in its remaining parts if any provision is held unenforceable.

15. 15. Signatures

By signing below, each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. BUYER: [BUYER NAME]. Signature: ______________________. Printed Name: [BUYER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. VENDOR: [VENDOR NAME]. Signature: ______________________. Printed Name: [VENDOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be executed in counterparts, and electronic or scanned signatures have the same effect as original signatures on a single document. Exhibit A (Products, Specifications, and Pricing) and Exhibit B (Vendor Code of Conduct) are attached and incorporated by reference.

16. Disclaimer

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