Vendor Agreement

This Vendor Agreement is made on [date] between

[Purchaser's Name], having address at [address], PAN [number], GST [number] (hereinafter called "the Purchaser")

and

[Vendor's Name], having address at [address], PAN [number], GST [number] (hereinafter called "the Vendor").

Both are together called "the Parties."

- 1. Purpose The Purchaser agrees to buy, and the Vendor agrees to supply, the goods/services described in this agreement under the terms mentioned below.
- 2. Goods/Services The Vendor will supply: Description: [write details of goods or services] Quantity: [number/amount] Quality/Specifications: [as required by Purchaser] Delivery Date: [date or timeline] Delivery Location: [address]
- 3. Price and Payment Price per unit/service: [amount] Total price: [amount] GST and applicable taxes will be charged extra as per law. Payment will be made within [number] days from receipt of invoice. Payment method: [bank transfer/cheque/UPI]. If the Purchaser delays payment, interest of [x%] per month may be charged.
- 4. Delivery and Acceptance The Vendor will deliver the goods/services to the Purchaser at the specified location on time. The Purchaser has the right to inspect the goods/services. If defective or non-compliant, the Vendor must replace or correct them at no extra cost.
- 5. Responsibilities The Vendor will ensure timely delivery, correct quality, and compliance with Indian laws. The Purchaser will make timely payment and provide clear requirements.
- 6. Warranties The Vendor confirms that: The goods/services are free from defects and as per specifications. The Vendor owns the goods and has the right to sell them. The goods/services follow applicable laws.
- 7. Confidentiality Both Parties agree not to share each other's confidential information without written consent.
- 8. Indemnity and Liability The Vendor shall be responsible for losses caused to the Purchaser due to defective goods/services or legal violations. However, neither Party will be liable for indirect or special damages.
- 9. Termination This Agreement can be ended by either Party by giving [30] days written notice if the other Party fails to perform, becomes insolvent, or breaches the agreement.
- 10. Dispute Resolution The Parties will first try to settle disputes by discussion. If unresolved, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat of arbitration will be [city], and the language will be English. Courts at [city] will have jurisdiction.
- 11. Force Majeure Neither Party will be liable for failure to perform due to reasons beyond control, such as natural disasters, war, strikes, or pandemics.

- 12. Entire Agreement This Agreement contains the whole understanding between the Parties and cancels any previous agreements or understandings.
- 13. Notices All notices under this Agreement shall be in writing and sent by email or registered post to the addresses mentioned above.

Signatures	
Signed on this [date].	
For Purchaser:	Name: Designation: Seal/Stamp:
For Vendor:	_ Name: Designation: Seal/Stamp:
Witness 1:	_ Witness 2: