

VENDOR AGREEMENT

Location: _____ Date: _____

Vendor Information:

Full Legal Name: _____

Business Number (BN) / Registration No.: _____

Address: _____

Phone / Email: _____

Purchaser Information:

Full Legal Name: _____

Business Number (BN) / Registration No.: _____

Address: _____

Phone / Email: _____

Vendor Agreement Details:

Goods/Services Description: _____

Quantity / Volume: _____

Unit Price / Rate: _____ CAD

Total Price: _____ CAD

Payment Terms:

Payment Method: _____

Payment Schedule: _____

Delivery Terms:

Delivery Location: _____

Delivery Responsibilities: _____

Clause 1 – Agreement to Sell and Purchase

Vendor agrees to sell, and Purchaser agrees to purchase the goods and/or services described herein, subject to the terms and conditions set forth in this Agreement.

Clause 2 – Description of Goods/Services

The Vendor represents that the goods and/or services conform to the descriptions, specifications, and quality standards as set forth in this Agreement, and any attachments or schedules.

Clause 3 – Price and Payment

The Purchaser shall pay the Vendor the total price as specified above in Canadian dollars (CAD) according to the agreed payment schedule and method. All payments shall be made without deduction or set-off.

Clause 4 – Delivery and Risk

Delivery shall be made to the location specified above. Risk of loss or damage to the goods shall pass to the Purchaser upon physical delivery. The Vendor shall bear all costs and risks associated with delivery until that point.

Clause 5 – Inspection and Acceptance

The Purchaser shall have the right to inspect the goods or services upon delivery. Acceptance shall occur upon written confirmation of conformity or after a reasonable period if no notice of rejection is provided.

Clause 6 – Warranties and Representations

The Vendor warrants that the goods/services are free from defects, conform to all applicable laws and standards in Canada, and that the Vendor has the right to sell or provide the goods/services.

Clause 7 – Compliance with Laws

Both parties shall comply with all applicable federal, provincial, and municipal laws, regulations, and standards governing the subject matter of this Agreement.

Clause 8 – Confidentiality

Both parties agree to keep confidential any proprietary information received from the other party and to use such information only for purposes of fulfilling this Agreement.

Clause 9 – Termination

Either party may terminate this Agreement upon material breach by the other party, provided written notice is given and the breach remains uncured within a reasonable period.

Clause 10 – Indemnification

The Vendor shall indemnify and hold harmless the Purchaser against any claims, losses, or damages arising from breach of warranties, negligence, or failure to comply with laws.

Clause 11 – Limitation of Liability

Neither party shall be liable for consequential, incidental, or special damages except to the extent required by law.

Clause 12 – Force Majeure

Neither party shall be liable for delays or failures to perform due to causes beyond their reasonable control, including but not limited to acts of God, war, or government actions.

Clause 13 – Notices

All notices under this Agreement shall be in writing and delivered by hand, registered mail, or electronic means that provide confirmation of receipt.

Clause 14 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

Clause 15 – Amendments

Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

Clause 16 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the specific province or territory agreed upon by the parties. The courts of such province or territory shall have exclusive jurisdiction.

Clause 17 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 18 – Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default.

Clause 19 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original and all of which constitute one instrument.

Clause 20 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor in interest in the event of a merger or sale of substantially all assets.

VENDOR'S SIGNATURE

PURCHASER'S SIGNATURE

Signature: _____

Signature: _____

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