

VENDOR CONTRACT AGREEMENT

Location: _____ Contract Number: _____

Vendor Information:

Company/Full Name: _____

Business Number / Registration No.: _____

Address: _____

Phone/Email: _____

Purchaser Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Contract Details:

Description of Goods/Services: _____

Quantity: _____ Unit Price (CAD): _____

Total Price (CAD): _____

Payment Terms:

Payment Method: _____

Payment Schedule: _____

Delivery Terms:

Delivery Date/Period: _____

Delivery Location: _____

Clause 1 – Agreement to Sell and Purchase

Vendor agrees to sell and Purchaser agrees to purchase the goods and/or services described above, under the terms established herein. Vendor represents it has the full right, title, and authority to enter into and perform this Agreement.

Clause 2 – Compliance with Canadian Law

Both parties agree to comply with all applicable federal, provincial, and municipal laws, regulations, and standards of Canada, including but not limited to those concerning consumer protection, privacy, taxation, and commercial transactions.

Clause 3 – Description and Specifications

Vendor warrants that the goods/services supplied conform to the description and specifications set forth in this Agreement, and are free from defects in material and workmanship at the time of delivery.

Clause 4 – Price and Payment

The total purchase price is as specified above, payable in Canadian dollars. Payment shall be made by the methods and

in the schedule stipulated. Late payments may incur interest at the maximum rate permitted by applicable law.

Clause 5 – Delivery and Risk of Loss

Delivery shall occur at the agreed location and period. Risk of loss or damage passes to Purchaser upon Vendor's delivery of goods/services to the designated location, unless otherwise agreed.

Clause 6 – Warranty and Remedies

Vendor provides all warranties required under Canadian law, including implied warranties of merchantability and fitness for a particular purpose. Purchaser's remedies for breach of warranty shall be limited to repair, replacement, or refund, at Vendor's option.

Clause 7 – Limitation of Liability

Neither party shall be liable to the other for indirect, incidental, or consequential damages arising under this Agreement, except in cases of gross negligence or willful misconduct.

Clause 8 – Termination

This Agreement may be terminated by either party upon material breach by the other, if such breach is not cured within a reasonable period after written notice. Termination shall be without prejudice to any accrued rights or remedies.

Clause 9 – Confidentiality

Both parties agree to keep confidential all non-public information obtained in connection with this Agreement, and to use such information solely for the purposes contemplated herein.

Clause 10 – Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to natural disasters, government actions, or labor disputes.

Clause 11 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory. The parties consent to the exclusive jurisdiction of the courts located therein.

Clause 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements, whether written or oral.

Clause 13 – Amendments

Any amendment or modification must be made in writing and signed by authorized representatives of both parties.

Clause 14 – Notices

All notices required or permitted shall be in writing and delivered by hand, registered mail, courier, or electronic means with confirmation of receipt, to the addresses set forth herein or as subsequently notified.

Clause 15 – Severability

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

Clause 16 – Waiver

Failure or delay by either party to enforce any right shall not be construed as a waiver of that or any other right.

Clause 17 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

Clause 18 – Counterparts and Electronic Signatures

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

Clause 19 – Language

This Agreement is drafted and executed in English. In case of conflict with any translation, the English version shall prevail.

Clause 20 – Signatures

The parties have executed this Agreement as of the date of signing below, intending to be legally bound.

VENDOR'S SIGNATURE

PURCHASER'S SIGNATURE

Signature: _____

Signature: _____

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