**VENDOR AGREEMENT**

This Vendor Agreement (the “**Agreement**”) is made and entered into on this day of ……………………………..(the “Effective Date”)

**BETWEEN:**

**<Name of the Company>,** a company organised and existing under the laws of India and having its registered office at …………………………….., India (hereinafter referred to as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

**AND**

**<Name of the Company>**, a company organised and existing under the laws of India and having its registered office at …………………………….., India (hereinafter referred to as the “**Vendor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

Client and Vendor being hereinafter individually referred to as “**Party**” and collectively being referred to as the “**Parties**”.

WHEREAS:

1. Client is a…………………
2. Vendor is a ……………….
3. Pursuant to several discussions between the Client and the Vendor, the Client agreed to engage Vendor on ‘work for hire’ basis to perform the scope of work as contemplated in this Agreement for consideration in accordance with and subject to the terms and conditions of this Agreement, in the manner hereinafter contained.

**THEREFORE,** the Parties have decided to enter into this Agreement to record the detailed terms and conditions on the basis of which the Vendor …………………………………….   
(work description) Client, and to record their understanding with respect to the same;

**NOW THEREFORE,** in consideration of the premises and mutual covenants hereinafter set forth, the Parties agree as follows;

1. **SCOPE OF THE AGREEMENT**

The Vendor may provide products and/or vendor services as per the terms set henceforth in the agreement. The Vendor also acknowledges that it has the requisite competency and expertise to satisfactorily carry out its obligations as per this agreement.

1. COVENANTS

* Vendors shall be solely responsible for the quality, quantity, merchantability, guarantee, and warranties in respect of the products. The Vendor shall ensure that the products dispatched are of the specifications ordered and there is no variation whatsoever. The necessary guarantee/warranty shall be provided by the Vendor to the Client.
* The vendor represents and warrants that it, or its distributors, currently possesses all the licenses, certifications, and accreditations required to perform and deliver off-grid products to any location where its products are distributed. Vendor shall inform Client of the nature and consistency of the products and shall give Client appropriate warnings in relation to any health and safety concerns or handling of hazardous risks.
* The Vendor warrants and represents that it is an authorized business establishment and holds all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into the present agreement with the Client. It is the Vendor’s sole responsibility to ensure compliance with every applicable existing and/or future laws of the Republic of India, that may require any kind of compliance.
* The Vendor warrants and represents that it has adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this Agreement with the Client and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.
* The Products offered by the Vendor are either manufactured by the Vendor or are sourced/ purchased by the Vendor from third party suppliers/manufacturers (“Suppliers”). In the event the Vendor purchases the Products from the Supplier, the Vendor has to furnish a no objection certificate from the owner/manufacturer of the Products for the sale thereof.
* The product shall be authenticated in nature in terms of brand name, specifications, images and costing of the product. The description of the product shall be done by the way of text descriptions, images or videos. The Vendor agrees not to provide any such description/information regarding the product which amounts to misrepresentation to the customer.

1. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of India.

1. CORRECT INFORMATION

The vendor acknowledges and undertakes that when asked for any information, they would provide correct information in good faith. Failure to provide correct information, or deliberately providing incorrect information can lead to termination of the contract. The vendor also acknowledges that such furnishing incorrect or incomplete or false information may give rise to damages if they arise.

1. NON-EXCLUSIVE

The vendor hereby acknowledges that the agreement is non-exclusive in nature as per the nature of business. The vendor may be one of the vendors that may be contacted by the Client.

1. DETERMINATION OF CONSIDERATION AND PAYMENT
   1. Notwithstanding anything contained in this Agreement, the payment to the Vendor (hereinafter referred to as the “Consideration”) shall be determined by the Parties, by mutual consent.
   2. The Vendor shall issue an invoice to the Client. Notwithstanding any amount shown on the Vendor’s invoice, the Client shall have no obligations to pay for any product not supplied unless mutually decided by the service provider in accordance with this Agreement.
   3. The Client shall make the payment to the service provider within fifteen (15) days form the receipt of the invoice.
2. TERM AND TERMINATION
   1. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year after the supply of work , unless terminated by the Parties by mutual agreement or in accordance with Clause (hereinafter referred to as the “Term”). After the expiry of the term, the Parties may mutually discuss and agree to extend the period of this Agreement.
   2. Subject to the provisions of this Agreement, each Party shall have the right to this Agreement upon the occurrence of any one or more of the following events(s) by or with regard to the other Party:
3. Material breach of this Agreement by either Party (hereinafter referred to as the “Defaulting Party”) and if the same is remediable, failure to remedy the same by the Defaulting Party within …….. (days) of the receipt of the notice issued by the non- Defaulting Party, containing details of the material breach;
4. Performance of this Agreement becoming impossible or impracticable by virtue of any order, action, regulation , interference or intervention by any Governmental Authority;
5. Any authorisation, permission or license necessary for the Party to perform any provision hereof being withdrawn or suspended for any reason whatsoever;
6. Institution of bankruptcy/winding up proceedings by or against either Party and such proceedings not being stayed or discharged by a competent court within 30(thirty) days from the date of such institution;
7. CONFIDENTIALITY
   1. Each Party hereby acknowledges that all information supplied by the other Party under this Agreement including any Technical Information, sales information and any other Business Information that is acquired by the receiving Party in relation to or as a result of or in the course of execution or performance of the Agreement (hereinafter referred to as the “Proprietary Information”) remains the property of the Disclosing Party or their designated suppliers or vendors, as the case maybe.
   2. Each Party undertakes to keep any Proprietary Information in strict confidence, and not disclose, reveal or divulge the same to any other Third Party at any time during the Term of the Agreement or after the expiry, cancellation or termination of the Agreement, unless prior written approval of the disclosing Party or their designed suppliers or vendors, as the case maybe, has been obtained, except in case where such Proprietary Information is disclosed, revealed or divulged to the receiving Party’s representatives on a need-to-know basis for purposes solely related to this Agreement Any Party receiving Proprietary Information shall take such steps as may be reasonably required to cause its Representative and its subcontractors to safeguard the confidentiality of such Proprietary Information, unless:

Such disclosure is required by the Applicable Laws;

1. The information is or becomes part of the public domain without breach of the Transaction Documents;

(b) The information is lawfully in the possession of the receiving Party prior to the disclosure under the Transaction Documents and not subject to an existing agreement between the Parties;

(c) The information is independently developed by the receiving Party, completely apart from the disclosures under the Transaction Documents; or,

(d) The information is received from a Third Party who lawfully acquired such information without restriction, and without breach of the Transaction Documents by the receiving Party, except for the information that is received from a Third Party for or on behalf of the disclosing Party.

7.3 The existence of this Agreement as well as the participation of the parties in it shall be deemed to be confidential information. Any publication, reference or other transfer of information into the public sector regarding the services shall not be disclosed by the service provider without the prior written consent of the Client and this clause shall survive for a period of five (5) years after the termination of this Agreement.

7.4 Each Party shall be responsible for breach of the above confidentiality undertaking by it or its Representatives and undertakes to indemnify and hold harmless, the other Party and its Related Parties and their designated suppliers and vendors against all actions, proceedings, costs, claims, demands, liabilities, losses or expenses (including legal expenses) arising from such breach.

1. INDEMNITY

The vendor hereby agrees to indemnify, defend, or save harmless the Client in case of any liability, claim, actions, legal suits, petitions, damages or losses, expenses or liabilities that may arise as a result of any direct or indirect action undertaken by the vendor. These actions may include any kind of Civil wrong, Criminal offense, Tax liability, Breach of duty towards customers, Non-Delivery of goods, Delivery of sub-standard quality of goods etc. If any such action leads to a liability of the Client then the Vendor agrees to refund and/or make good any such loss that may be incurred by the Client. Indemnity would also include legal fees that would be undertaken by the Client to defend such claims arising against it.

1. DISPUTE RESOLUTION
   1. Any dispute, controversy or claim arising out of or in connection with the Agreement shall be attempted to be first resolved through discussions between the Parties. If the dispute is not resolved through discussions within a period of sixty (60) business days after a Party has served a written notice on the other Party requesting the commencement of discussions or such other period as may be agreed by the Parties, it shall be resolved and finally settled by arbitration in accordance with the substantive provisions of the Arbitration and Conciliation Act, 1996.
   2. The Arbitral Tribunal shall consist of three (3) arbitrators whereby each Party shall appoint one(1) arbitrator and the presiding arbitrator will be mutually appointed by the two arbitrators so appointed.
   3. The seat of the arbitration shall be in …………………... The language of the arbitral proceedings shall be English, and all awards shall be in the English language.
   4. The arbitrators shall have the right to award any relief they deem proper and consistent with the Agreement including costs. The arbitral award shall be final and binding on the Parties.
2. AMENDMENT

The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives duly hereinto authorised, intended to be legally bound hereby, as of the day and year first above written.

**<NAME OF THE CLIENT>**

Name:

Signature:

Designation:

**<NAME OF THE VENDOR>**

Name:

Signature:

Designation: