

COMMERCIAL AGREEMENT

Parties: _____

Party A (Supplier) Information:

Full Name/Company: _____

ABN (Australian Business Number): _____

Address: _____

Phone/Email: _____

Party B (Buyer) Information:

Full Name/Company: _____

ABN (Australian Business Number): _____

Address: _____

Phone/Email: _____

Agreement Details:

Description of Goods/Services: _____

Quantity/Scope: _____

Price/Consideration: _____ AUD

Payment Terms: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply: “Agreement” means this Commercial Agreement including all schedules and annexures; “Business Day” means a day other than a Saturday, Sunday or public holiday in Australia; and other terms shall be as defined herein.

Clause 2 – Supply of Goods and Services

Supplier agrees to provide and Buyer agrees to purchase the goods and/or services described above, subject to the terms and conditions of this Agreement. Supplier warrants that the goods/services will conform to the specifications and be fit for purpose.

Clause 3 – Price and Payment

The Price shall be payable in Australian Dollars on the terms stated. Unless otherwise agreed, payment shall be due within 30 days from the date of invoice. Late payments shall attract interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Cth) or equivalent applicable legislation.

Clause 4 – Delivery and Risk

Delivery terms shall be as agreed by the parties in writing. Risk in the goods passes to the Buyer upon delivery. Time is not of the essence unless expressly stated in writing.

Clause 5 – Title and Ownership

Title to the goods shall remain with the Supplier until full payment has been received. Buyer shall hold the goods as bailee and shall store them separately and in a manner that makes them readily identifiable as goods of the Supplier.

Clause 6 – Warranties and Representations

Supplier represents and warrants that it has full authority to enter into this Agreement and that the goods/services will be supplied in accordance with all applicable laws and standards, including Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

Clause 7 – Liability and Indemnity

To the maximum extent permitted by law, neither party shall be liable for consequential or indirect loss. Each party indemnifies the other against claims arising from their respective negligence or breach of this Agreement.

Clause 8 – Confidentiality

Each party agrees to keep confidential all information received from the other party and not to disclose such information except as required by law or with prior written consent.

Clause 9 – Termination

Either party may terminate this Agreement immediately by written notice if the other party commits a material breach and fails to remedy it within 14 days. Termination shall not affect accrued rights or obligations.

Clause 10 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond reasonable control, including acts of God, war, terrorism, or government restrictions, provided the affected party notifies the other promptly.

Clause 11 – Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of Australia and the State or Territory specified herein. The parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

Clause 12 – Dispute Resolution

The parties agree to attempt in good faith to resolve any dispute arising from this Agreement by negotiation or mediation before commencing legal proceedings.

Clause 13 – Entire Agreement

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

Clause 14 – Amendments

No amendment to this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

Clause 15 – Notices

All notices must be in writing and delivered personally, by pre-paid mail, or by email to the addresses stated above or as otherwise notified in writing.

Clause 16 – Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except to a related entity or in connection with a sale of business.

Clause 17 – Severability

If any provision of this Agreement is held invalid or unenforceable, it shall be severed and the remainder of the Agreement shall continue in full force and effect.

Clause 18 – Waiver

Failure to enforce or delay in enforcing any right shall not constitute a waiver of that right.

Clause 19 – Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original but all constitute one and the same instrument.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

SUPPLIER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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