

# SUPPLIER AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Supplier Information:

Company Name: \_\_\_\_\_

ABN (Australian Business Number): \_\_\_\_\_

Registered Address: \_\_\_\_\_

Contact Person & Position: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Buyer Information:

Company Name: \_\_\_\_\_

ABN (Australian Business Number): \_\_\_\_\_

Registered Address: \_\_\_\_\_

Contact Person & Position: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agreement Details:

Agreement Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## Supply of Goods and Services:

Supplier agrees to provide the goods and/or services as specified in the attached Schedule(s) (the "Products") to Buyer on the terms and

## Terms and Conditions:

### 1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following definitions apply: "Agreement" means this document and all attached Schedules; "Buyer" means the purchaser named above; "Supplier" means the supplier named above; "Goods" means the products supplied by Supplier; "Delivery" means the time and place when the Goods are to be delivered to Buyer.

### 2. Supply and Acceptance

Supplier shall supply the Goods in accordance with the specifications, quantities, quality, and delivery schedule set out in the attached Schedule(s). Buyer has the right to inspect the Goods upon delivery and may reject Goods that do not conform to the Agreement.

### 3. Price and Payment

The total price payable by Buyer for the Goods and Services shall be as specified in the attached Schedule(s). Payment terms shall be net thirty (30) days from the date of Supplier's invoice unless otherwise agreed in writing.

### 4. Delivery

Supplier shall deliver the Goods to the location and within the timeframe specified in the attached Schedule(s). Risk passes to Buyer upon delivery as per Incoterms 2020 rules specified in the Agreement.

## **5. Warranties and Representations**

Supplier represents and warrants that the Goods supplied are free from defects, conform to specifications, comply with all applicable Australian laws and standards, and are fit for the intended purpose.

## **6. Compliance with Laws**

Each party must comply with all applicable laws, regulations, and codes of practice in performing its obligations under this Agreement.

## **7. Intellectual Property**

All intellectual property rights in the Goods or Services supplied remain the property of Supplier unless otherwise agreed. Buyer shall not infringe any intellectual property rights of Supplier.

## **8. Confidentiality**

Each party will keep confidential all information disclosed by the other party that is marked confidential or would reasonably be considered confidential, except as required by law or agreed otherwise in writing.

## **9. Limitation of Liability**

Supplier's liability under or in connection with this Agreement is limited to direct loss or damage and excludes any consequential, indirect, or special damages except where prohibited by law.

## **10. Term and Termination**

This Agreement commences on the Effective Date and continues until terminated by either party giving thirty (30) days written notice or immediately for cause including breach of material terms.

## **11. Force Majeure**

Neither party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or governmental actions.

## **12. Dispute Resolution**

Parties agree to negotiate in good faith to resolve disputes. If unresolved, disputes shall be submitted to mediation before any party may commence litigation.

## **13. Governing Law and Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of the courts of [State/Territory] in Australia.

## **14. Entire Agreement**

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

## **15. Amendments**

No amendment or variation of this Agreement is effective unless in writing and signed by both parties.

## **16. Notices**

All notices under this Agreement must be in writing and delivered by hand, prepaid post, or email to the addresses specified in this Agreement or as notified subsequently.

## **17. Assignment**

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

**18. Severability**

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

**19. Waiver**

No failure or delay to exercise any right or remedy shall operate as a waiver of that or any other right or remedy.

**20. Counterparts**

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

**SUPPLIER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://legaltemplates-au.com/supplier-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-au.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.