

MSME Supplier Agreement

This Supplier Agreement (the “**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between _____,

a company incorporated under the laws of _____ State, having its registered place of business at _____, duly represented by _____,

an individual, having their usual place of living at _____ (the “**Supplier**”), and _____,

a company incorporated under the laws of _____ State, having its registered place of business at _____, duly represented by _____,

an individual, having their usual place of living at _____ (the “**Buyer**”), collectively referred to as the “**Parties**”, and individually as a “**Party**”.

Supplier is registered under MSME as Micro/ Small / Medium _____. Udhog Aadhar Registration No. _____. W.e.f. _____.

SUPPLY OF GOODS/SERVICES. The Supplier agrees to supply the Buyer with the following goods/services (the “**Products/Services**”):

Description: _____.

Unit Price: _____.

Quantity: _____.

Total price: _____.

PAYMENT TERMS. The Buyer shall pay for supplied Products/Services in accordance with the following terms: all payments will be made on or before 45 days as defined in MSME Act 2006 by

cheque. The check shall be sent to the mailing address of the Supplier specified in this Agreement.

Banking Payment through NEFT/ RTGS. The payment should be made by wire transfer to the following bank account of the Supplier: _____ in _____ Bank.

ORDERING PROCESS. The Buyer shall place orders for the Products/Services by providing a written purchase order (the “**PO**”) to the Supplier. Each PO shall specify the quantity, description, and any other relevant details of the Products/Services requested. The Supplier shall send an order confirmation to the Buyer, including details such as the order number, description of the Products/Services, quantities, prices, and expected delivery dates.

Changes to the quantity, specifications, or any other aspect of an order must be mutually agreed upon in writing by both Parties. Any changes may impact the delivery schedule and cost, and the parties shall adjust the agreement accordingly.

The Buyer may cancel an order, in whole or in part, by providing written notice to the Supplier. In the event of order cancellation, the Buyer shall be responsible for any costs incurred by the Supplier up to the point of cancellation.

The Supplier reserves the right to reject any order in whole or in part for any reasonable cause. In such cases, the Supplier shall promptly notify the Buyer of the rejection, providing the reasons for refusal.

DELIVERY TERMS. The Supplier shall deliver the Products/Services to the Buyer according to the following schedule:_____.

The Supplier shall deliver the Products/Services using the following delivery method:_____. Any change to the delivery method must be agreed upon in writing by both Parties.

The Products/Services shall be delivered to the address specified by the Buyer in the Purchase Order (the "**Delivery Address**"). Any changes to the Delivery Address must be communicated in writing and agreed upon by both Parties.

All shipping costs shall be borne by_____.

The Buyer shall inspect the delivered Products/Services promptly upon receipt. Any discrepancies, defects, or damages must be reported to the Supplier in writing within_____days of delivery.

WARRANTIES. The Supplier warrants that the Products/Services will be free from defects in materials and workmanship.

CONFIDENTIALITY. Both Parties agree to keep confidential information, including business practices and proprietary information, confidential during and after the term of this Agreement.

TERM AND TERMINATION. This Agreement shall commence on the Effective Date and shall continue until_____unless terminated earlier following the terms of this Agreement.

This

Agreement may be terminated by either Party, without cause, upon ___ days before written notice. In addition, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

INDEMNIFICATION. The Supplier agrees to indemnify and hold harmless the Buyer from any claims, proceedings, liabilities, costs, expenses, and losses (including, but not limited to direct, indirect, and consequential loss of profit) arising from defects in the Products/Services.

RELATIONSHIP OF PARTIES. The Parties agree that their relationship under this Agreement is that of independent parties. Nothing in this Agreement shall be construed as creating an employment relationship, joint venture, partnership, agency, or any other type of formal business association between the Parties.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

DISPUTES RESOLUTION. Any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of _____.

SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

ASSIGNMENT. Neither Party may assign or transfer this Agreement without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties and supersedes any prior oral or written agreements.

WAIVER. The failure of any Party to enforce a particular provision of this Agreement shall not constitute a waiver of their right to enforce that provision in the future.

AMENDMENTS. This Agreement may be amended or modified only by a written agreement signed by both Parties. Any amendments to this Agreement shall be binding only if they are in writing and signed by both Parties.

BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Supplier Agreement as of the date first above written.

Supplier _____

Buyer _____