

VJDS International Inc. Terms And Conditions

Effective Date: 20th March 2013

Approved By: Directors

Owned By: VJDS International Inc.

Updated: 17th November 2024

Supplier Agreement Terms and Conditions

1. Parties

This Agreement is made between:

- Supplier: [Supplier Name], a company incorporated under the laws of [Jurisdiction], with its principal place of business at [Address].
- Buyer: [VJDS International Inc.], a company incorporated under the laws of [Alberta, Canada], with its principal place of business at [3311, 23 street, Edmonton, Alberta – T6T 0A7].

2. Definitions

- Products: The goods or services to be supplied by the Supplier as specified in [Exhibit A, Order Form, or Schedule].
- Purchase Order: A written or electronic order issued by the Buyer to the Supplier for the purchase of Products.

3. Scope of Agreement

The Supplier agrees to provide the Products to the Buyer according to the terms and conditions set forth in this Agreement, including any specifications, quantities, and delivery schedules detailed in individual Purchase Orders.

4. Pricing and Payment Terms

- Pricing: The prices for the Products shall be as specified in the relevant Purchase Orders or Schedule (subject to changes with prior written consent).
- Payment Terms: Payments for Products are due [30, 45, 60] days from the invoice date unless otherwise specified in the Purchase Order.
- Currency: All prices and payments will be made in [CAD].

5. Delivery and Risk of Loss

- Delivery: The Supplier shall deliver the Products to the location specified by the Buyer in the Purchase Order by the agreed-upon delivery date.
- Risk of Loss: The risk of loss or damage to the Products passes to the Buyer upon delivery, unless otherwise specified.
- Delivery Terms: [Incoterms 2020] will apply, such as DDP, FOB, CIF, EXW, etc.

6. Quality and Warranty

- Product Specifications: The Products must conform to the specifications, standards, and quality requirements detailed in the Purchase Order or other relevant documentation.
- Warranty: The Supplier warrants that the Products will be free from defects in material and workmanship for a period of 12 months from the date of installation or 18 months from delivery date on site.

- Remedies: In case of defective Products, the Buyer is entitled to a refund, repair, or replacement, at the Supplier's option.

7. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or sensitive information exchanged under this Agreement and will not disclose such information to third parties without prior written consent, except as required by law.

8. Intellectual Property

- Ownership: Any intellectual property (IP) related to the Products, including patents, trademarks, and copyrights, shall remain the property of the party who owns such IP.

- License: If applicable, the Supplier grants the Buyer a non-exclusive, non-transferable license to use any IP provided in connection with the Products solely for the purpose of using the Products as intended.

9. Compliance with Laws

Both parties agree to comply with all applicable laws, regulations, and industry standards governing their activities under this Agreement, including those related to product safety, environmental standards, labour practices, and anti-bribery laws.

10. Indemnity

- Supplier's Indemnity: The Supplier agrees to indemnify, defend, and hold the Buyer harmless from any claims, damages, or expenses arising from defects in the Products, breach of this Agreement, or violations of laws.

- Buyer's Indemnity: The Buyer agrees to indemnify, defend, and hold the Supplier harmless from any claims, damages, or expenses arising from the Buyer's misuse or improper handling of the Products.

11. Force Majeure

Neither party will be liable for failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control, including, but not limited to, natural disasters, wars, strikes, or government actions.

12. Term and Termination

- Term: This Agreement will commence on the effective date and continue for [X years], unless terminated earlier in accordance with this Agreement.

- Termination for Convenience: Either party may terminate this Agreement upon 60 days' written notice.

- Termination for Cause: Either party may terminate this Agreement if the other party breaches any material provision and fails to remedy the breach within 30 days after written notice.

13. Dispute Resolution

- Mediation/Arbitration: Any disputes arising from this Agreement will first be attempted to be resolved through mediation. If unsuccessful, the dispute will be resolved by arbitration in Alberta, Canada.

- Governing Law: This Agreement will be governed by and construed in accordance with the laws of Alberta, Canada.

14. Limitation of Liability

Neither party shall be liable for indirect, incidental, special, or consequential damages arising from this Agreement, except in cases of wilful misconduct or gross negligence.

15. Amendments

This Agreement may be amended only by a written document executed by both parties.

16. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except in the case of a merger or acquisition.

17. Severability

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

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior agreements, understandings, or communications.

Execution

By signing below, the parties agree to the terms and conditions of this Supplier Agreement.

For the Supplier:

Name: _____

Title: _____

Date: _____

Signature: _____

For the Buyer : VJDS International Inc.

Name: _____

Title: _____

Date: _____

Signature: _____