AGREEMENT

Between two businesses, for [subject of the agreement]

Agreement no.	Signed on	Place

First party	Second party
Name	Name
CIN	Constitution
Registered office	Address
Signing for it	Signing for it

Background

A. The First Party makes [what the First Party makes]. B. The Second Party [what the Second Party does]. C. The parties wish to record the terms on which [what the parties want to do together]. They agree as follows.

1. Definitions

In this agreement, "Products" means the products listed in Schedule 1; "Territory" means [territory]; "Effective Date" means [date]; and "Business Day" means a day other than a Sunday or a public holiday in [city]. Headings are for convenience only.

2. What each party will do

The First Party will [what the First Party will do]. The Second Party will [what the Second Party will do].

3. Price and payment

Prices are as in Schedule 1, exclusive of GST, which is charged at the rate in force on the date of each invoice. Invoices are payable within [number] days of the invoice date by bank transfer. Late payments carry interest at [number]% a year from the due date. Prices may change once a year on [number] days' written notice.

4. Term and renewal

This agreement starts on the Effective Date and runs for [term]. It [renews for further periods of 12 months unless either party gives written notice of non-renewal at least [number] days before the end of the current period] / [ends at the end of the term unless renewed in writing].

5. Termination

Either party may end this agreement (a) on [number] days' written notice for any reason; or (b) at once by written notice if the other party commits a material breach and does not remedy it within [number] days of being told of it in writing, or becomes insolvent. Ending the agreement does not affect amounts already due or clauses 6 to 9.

6. Confidentiality

Each party will keep the other's business information received under this agreement confidential, use it only for this agreement, and disclose it only to its own staff and advisers who need it, or where the law requires. This clause survives for [number] years after the agreement ends.

7. Liability and indemnity

Neither party is liable for loss of profit or indirect loss. Each party's total liability under this agreement is limited to [liability cap], except for unpaid amounts, breach of confidentiality, and fraud. Each party will indemnify the other against third-party claims caused by its own breach or negligence.

8. Force majeure

Neither party is liable for delay caused by events beyond its reasonable control, such as flood, fire, epidemic, war or government action, if it tells the other party promptly and does what it reasonably can to limit the delay. If the delay lasts more than [number] days, either party may end the agreement by notice.

9. Governing law and disputes

This agreement is governed by the laws of India. The parties will first try to settle any dispute by discussion between [who talks first for each party] within [number] days. If that fails, the dispute goes to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996, seated in [city], in English. Subject to this, the courts at [city] have jurisdiction.

10. General

Notices are given in writing to the addresses above or by email to [the first party's email] and [the second party's email]. This agreement is the whole agreement on its subject and replaces earlier discussions. It may be changed only in writing signed by both parties. Neither party may assign it without the other's written consent. It may be signed in counterparts and by electronic signature.

Schedule 1: products and prices

Sr.	Product	Code	Unit	Price before GST	GST %

For the First Party

For the Second Party

Witness 1

Witness 2