

# BUSINESS CONTRACT AGREEMENT

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

## Party A (Supplier) Information:

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

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

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

Contact Person/Email/Phone: \_\_\_\_\_

## Party B (Client) Information:

Company or Individual Name: \_\_\_\_\_

ABN / ID Number: \_\_\_\_\_

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

Contact Person/Email/Phone: \_\_\_\_\_

## Contract Details:

Contract Description: \_\_\_\_\_

Contract Value (AUD): \_\_\_\_\_ AUD

Payment Terms: \_\_\_\_\_

Delivery Schedule / Milestones: \_\_\_\_\_

## Clause 1 – Interpretation

In this Agreement, unless the context otherwise requires, words denoting the singular include the plural and vice versa, and words denoting persons include corporations and vice versa.

## Clause 2 – Contract Formation

This Agreement constitutes a legally binding contract between Party A (Supplier) and Party B (Client) upon execution by both parties.

## Clause 3 – Supply of Goods and/or Services

Party A agrees to provide the goods and/or services described in this Agreement in accordance with the standards and requirements set forth herein.

## Clause 4 – Payment

Party B shall pay Party A the contract value in accordance with the payment terms set out in this Agreement. All payments shall be made in Australian Dollars (AUD).

## Clause 5 – Delivery and Acceptance

Party A shall deliver the goods and/or services within the agreed schedule. Party B shall inspect and accept or reject the goods/services within a reasonable period.

## Clause 6 – Warranties

Party A warrants that all goods and services supplied shall be of merchantable quality, fit for purpose and comply with Australian laws and standards.

**Clause 7 – Liability**

Party A's liability under or in connection with this Agreement shall be limited to direct damages and shall not exceed the total contract value. Neither party shall be liable for indirect, consequential or punitive damages.

**Clause 8 – Confidentiality**

Both parties agree to keep confidential all information disclosed during the performance of this Agreement, except as required by law or with prior written consent.

**Clause 9 – Intellectual Property**

All intellectual property rights existing prior to this Agreement remain the property of the respective party. Any intellectual property developed during performance shall be owned as agreed herein.

**Clause 10 – Termination**

Either party may terminate this Agreement by providing written notice if the other party breaches any material term and fails to remedy within 14 days of notice.

**Clause 11 – Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, government actions or strikes.

**Clause 12 – Dispute Resolution**

The parties agree to attempt resolution of any disputes through good faith negotiations. If unresolved, disputes shall be submitted to mediation or arbitration in accordance with Australian law.

**Clause 13 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the parties submit to the exclusive jurisdiction of its courts.

**Clause 14 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings.

**Clause 15 – Amendments**

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

**Clause 16 – Notices**

All notices shall be in writing and deemed given when delivered personally, sent by registered post, or email to the addresses specified herein.

**Clause 17 – Assignment**

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

**Clause 18 – Severability**

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

**Clause 19 – Waiver**

Failure or delay to enforce any provision shall not constitute a waiver of that provision or any other provision.

**Clause 20 – Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one instrument.

**SUPPLIER'S SIGNATURE**

**CLIENT'S SIGNATURE**

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

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

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