

SUPPLIER REBATE AGREEMENT

Location: _____ Agreement Reference No.: _____

Supplier Information:

Company Name: _____

Tax Identification Number (TIN): _____

Address: _____

Contact Person / Phone / Email: _____

Purchaser Information:

Company Name: _____

Tax Identification Number (TIN): _____

Address: _____

Contact Person / Phone / Email: _____

Rebate Program Details:

Rebate Percentage (%): _____ Applicable Products / Services: _____

Rebate Calculation Method: _____

Payment Terms / Schedule: _____

Clause 1 – Purpose and Scope

This Supplier Rebate Agreement (the “Agreement”) is entered into between the Supplier and the Purchaser to establish the terms and conditions under which rebates shall be granted for qualifying purchases. This Agreement governs all rebates paid pursuant to this program and supersedes any prior agreements or understandings regarding rebates.

Clause 2 – Definitions

“Purchaser” refers to the entity eligible to receive rebates under this Agreement. “Supplier” refers to the entity providing products or services and issuing rebates. “Qualified Purchases” means purchases of products or services that meet the criteria outlined in this Agreement and any attached schedules.

Clause 3 – Rebate Eligibility

Purchaser shall be eligible for rebates only for Qualified Purchases made in accordance with Supplier’s policies and procedures. Rebates apply exclusively to products and services expressly listed in this Agreement or attached schedules.

Clause 4 – Rebate Calculation and Payment

Supplier will calculate rebates based on the aggregate purchase volume or sales value of Qualified Purchases during the applicable rebate period. Rebates shall be paid to Purchaser in accordance with the Payment Terms / Schedule section, subject to Purchaser’s compliance with all terms herein.

Clause 5 – Documentation and Verification

Purchaser shall submit all necessary documentation requested by Supplier to verify Qualified Purchases. Supplier reserves the right to audit Purchaser’s records relating to purchases and rebate claims at reasonable times and upon reasonable notice.

Clause 6 – Term and Termination

This Agreement shall remain in effect until terminated by either party upon thirty (30) days written notice. Termination shall not affect rebates earned prior to termination, which shall be paid in accordance with this Agreement.

Clause 7 – Confidentiality

Each party agrees to keep confidential all proprietary or non-public information disclosed pursuant to this Agreement, and to use such information solely for purposes of performing obligations hereunder, except as required by law.

Clause 8 – Representations and Warranties

Each party represents and warrants that it has full authority to enter into this Agreement, and that performance will comply with applicable laws and regulations. Supplier represents that rebates will be calculated and paid in good faith and in accordance with this Agreement.

Clause 9 – Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from and against any claims, damages, losses, liabilities, costs, or expenses arising from the indemnifying party's breach of this Agreement or its negligence or willful misconduct.

Clause 10 – Limitation of Liability

Neither party shall be liable for incidental, consequential, or punitive damages arising out of or related to this Agreement, regardless of the cause of action, except for damages resulting from willful misconduct or gross negligence.

Clause 11 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict-of-law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Clause 12 – Entire Agreement

This Agreement, including all attached schedules and amendments, constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations, agreements, and understandings, whether written or oral.

Clause 13 – Amendments

No amendment, modification, or waiver of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

Clause 14 – Assignment

Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except to a successor in interest by way of merger or acquisition.

Clause 15 – Force Majeure

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

Clause 16 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means with confirmation of receipt, at the respective addresses of the parties.

Clause 17 – Waiver

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 18 – Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 19 – Relationship of the Parties

The parties are independent contractors, and nothing in this Agreement shall create a partnership, joint venture, or agency relationship between them.

Clause 20 – Signatures and Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies shall have the same force and effect as originals.

SUPPLIER AUTHORIZED SIGNATURE

PURCHASER AUTHORIZED SIGNATURE

Signature: _____

Signature: _____

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