



Harvest Source Vendor Agreement & Supplier Terms

Date: _____

This Vendor Agreement & Supplier Terms ("Agreement") governs the sale of goods by _____ ("Supplier") to **Harvest Source, LLC** ("Harvest Source"). By accepting a Purchase Order ("PO") from Harvest Source, Supplier agrees to be bound by this Agreement.

1. Scope of Agreement

This Agreement applies to all goods sold by Supplier to Harvest Source unless a separate written agreement is executed and signed by both parties. In the event of a conflict, these Supplier Terms shall govern unless explicitly overridden in writing by Harvest Source.

2. Pricing & Payment

2.1 Pricing

Prices shall be as agreed in writing and reflected on applicable Harvest Source Purchase Orders. Prices on an accepted Purchase Order are firm and may not be changed. For future Purchase Orders, Supplier is requested (but not required) to provide advance notice of pricing changes where reasonably practicable. Any such changes shall be subject to Harvest Source's acceptance and shall apply prospectively only.

2.2 Commodity-Indexed Pricing (If Applicable)

For products subject to material cost fluctuations, Supplier may request pricing adjustments for future Purchase Orders only if such adjustments are

expressly tied to a mutually agreed, third-party published index. Any indexed pricing mechanism must be documented in writing and approved by Harvest Source in advance, including: - The specific index to be used - The base index value and reference date - The adjustment formula and frequency - Any caps, collars, or maximum adjustment limits

Price adjustments shall apply prospectively only and shall not impact accepted Purchase Orders. Supplier bears the burden of substantiating all requested adjustments with supporting index data.

2.3 Payment Terms

Unless otherwise agreed in writing, payment shall be due **in advance of shipment**. Harvest Source may, at its discretion, establish credit terms for Supplier at a later date. Any such credit terms must be expressly agreed in writing and may be modified or revoked by Harvest Source

3. Orders & Acceptance

3.1 Purchase Orders

All purchases must be made via Harvest Source PO. No terms stated in Supplier invoices or acknowledgments shall modify this Agreement.

3.2 Order Acceptance

Supplier must acknowledge acceptance of POs within **2 business days**. Failure to reject within this window constitutes acceptance.

3.3 Requested Order Confirmation (Non-Binding)

As a best practice to support planning and customer service, Harvest Source requests that Supplier provide written order confirmation within forty-eight (48) business hours of receipt of a PO. Such confirmation should include, at a minimum, confirmed price, quantity, and estimated ship date. Failure to provide such confirmation shall not, by itself, constitute a breach of this Agreement.

4. Lead Times, Delivery & Title

4.1 Lead Times

Supplier shall meet agreed lead times as specified on the PO. Supplier must notify Harvest Source immediately of any anticipated delays.

4.2 Delivery Terms

Unless otherwise stated on the PO, delivery shall be **FOB Destination (Harvest Source-designated location)**.

4.3 Title & Risk of Loss

Title and risk of loss pass to Harvest Source upon receipt and acceptance of goods at destination.

5. Quality, Inspection & Rejection

5.1 Quality Standards

Goods must conform to specifications, samples, drawings, and applicable industry standards.

5.2 Inspection Rights

Harvest Source reserves the right to inspect goods upon receipt or within a reasonable period thereafter.

5.3 Rejection

Harvest Source may reject non-conforming goods and require replacement, refund, or credit at Supplier's expense, including freight.

6. Warranties

6.1 Product Warranty

Supplier warrants that all goods provided to Harvest Source: - Are new and free from defects in materials and workmanship - Conform to all specifications, samples, and descriptions - Comply with all applicable laws and regulations - Are fit for their intended purpose

Unless otherwise agreed in writing, the warranty period shall be **twelve (12) months from receipt** by Harvest Source.

6.2 Third-Party / Manufacturer Warranty Flow-Down

For goods manufactured by third parties, Supplier represents and warrants that it has the right to pass through all applicable manufacturer warranties to Harvest Source and its customers. Supplier shall ensure that such warranties are no less favorable than those offered to Supplier and shall provide warranty documentation upon request.

6.3 Warranty Support Obligation

Supplier shall remain responsible for administering, supporting, and facilitating warranty claims with the manufacturer, including coordination of replacements, credits, or refunds. Harvest Source shall not be required to pursue warranty claims directly with the manufacturer unless expressly agreed in writing.

6.4 No Disclaimer

Supplier may not disclaim, limit, or reduce any applicable manufacturer warranty with respect to goods sold to Harvest Source.

7. Compliance & Regulatory Requirements

Supplier represents and warrants compliance with all applicable federal, state, and local laws, including but not limited to product safety, labeling, environmental, and labor regulations.

8. Returns, Claims & RMA Process

8.1 Non-Conforming Goods

Harvest Source may return or request credit for goods that are defective, damaged, incorrect, expired, or otherwise non-conforming. Supplier shall, at its expense, provide replacement, refund, or credit, including associated freight costs, unless otherwise agreed in writing.

8.2 Returns Authorization (RMA)

Supplier may require a return authorization number for non-conforming goods, provided such requirement does not delay resolution. Harvest Source shall not be required to obtain an RMA for visibly damaged or incorrect shipments.

8.3 Claims Window

Claims for shortages, damage, or non-conformance shall be submitted within a commercially reasonable time following receipt. Latent defects may be claimed upon discovery.

9. Product Safety & Regulatory Responsibility

9.1 Safety Compliance

Supplier warrants that all goods comply with applicable product safety standards and regulations, including any industry-specific or government-mandated requirements. Supplier shall provide Safety Data Sheets (SDS), technical documentation, and compliance certifications upon request.

9.2 Recalls & Safety Actions

Supplier shall promptly notify Harvest Source of any actual or potential product safety issue, recall, or regulatory action affecting the goods. Supplier shall bear responsibility for costs associated with recalls, field corrections, or safety notices attributable to the goods.

10. Responsible Sourcing & Labor Practices

Supplier represents and warrants that it and its upstream suppliers: - Comply with all applicable labor, wage, and workplace safety laws - Do not use forced, child, or involuntary labor - Maintain reasonable standards for worker health, safety, and working conditions - Comply with applicable environmental and ethical sourcing regulations

Supplier shall provide reasonable documentation or certifications upon request to support compliance with this section.

8. Insurance & Indemnification

8.1 Insurance

Supplier shall maintain, at its own expense: - Commercial General Liability: \$1,000,000 per occurrence - Product Liability (if applicable) - Workers' Compensation as required by law

Supplier shall provide a Certificate of Insurance upon request.

8.2 Indemnification

Supplier shall indemnify and hold harmless Harvest Source from any claims, damages, losses, or expenses arising from: - Defective products - Supplier's negligence or misconduct - Breach of this Agreement

9. Confidentiality

All non-public information disclosed by Harvest Source is confidential and shall not be disclosed or used for any purpose other than fulfilling POs.

10. Intellectual Property

Any specifications, data, or materials provided by Harvest Source remain the property of Harvest Source and may not be used without written consent.

11. Force Majeure

Neither party shall be liable for delays caused by events beyond reasonable control; however, Supplier must promptly notify Harvest Source and use commercially reasonable efforts to resume performance.

12. Termination

Harvest Source may terminate this Agreement or any PO: - For convenience with written notice - Immediately for cause, including repeated late deliveries or quality failures

13. Governing Law

This Agreement shall be governed by the laws of the **State of [Your State]**, without regard to conflict of law principles.

14. Entire Agreement

This Agreement, together with applicable POs, constitutes the entire agreement between the parties regarding the subject matter herein.

15. Acceptance

Supplier's acceptance of a Harvest Source PO constitutes acceptance of these Vendor Agreement & Supplier Terms.

Harvest Source, LLC

Authorized Representative: _____

Title: _____

Date: _____

Supplier

Authorized Representative: _____

Title: _____

Date: _____