

# PROPOSAL TERMS AND CONDITIONS

Proposal Reference:

Prepared by:

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## Parties:

This Proposal is made between:

- The Proposer:

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- The Recipient:

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## 1. Purpose

The purpose of this Proposal is to set out the terms under which the Proposer offers to provide goods and/or services described herein to the Recipient, subject to acceptance and the terms contained in this Proposal.

## 2. Proposal Validity

This Proposal remains open for acceptance by the Recipient for a period specified in the Proposal Summary or as otherwise agreed in writing. After this period, the Proposal may be subject to change or withdrawal by the Proposer.

## 3. Scope of Goods and Services

The goods and/or services to be provided are described in the attached Schedule or Proposal Summary. Any variations requested by the Recipient after acceptance may be subject to additional charges and timeframes.

## 4. Pricing and Payment Terms

The prices quoted in this Proposal are firm and exclusive of applicable taxes unless otherwise stated. Payment terms are net upon receipt of invoice unless otherwise agreed in writing. Late payments may incur interest at the maximum rate permitted by law.

## 5. Delivery and Performance

Delivery dates and performance milestones are estimates only and subject to change due to factors beyond the Proposer's control. The Proposer shall notify the Recipient promptly of any material delays.

## 6. Acceptance of Proposal

The Recipient's acceptance of this Proposal must be communicated in writing and is subject to the terms and conditions contained herein. Acceptance constitutes a binding agreement between the parties.

## 7. Confidentiality

Both parties agree to keep confidential all proprietary information disclosed in connection with this Proposal, except as required by law or agreed in writing.

## 8. Warranties and Disclaimers

The Proposer warrants that goods and services shall conform to specifications and be free from defects in materials and workmanship for a reasonable period. Except as expressly stated, all other warranties are disclaimed to the maximum extent permitted by law.

#### **9. Limitation of Liability**

Neither party shall be liable for consequential, incidental, special, or punitive damages. The Proposer's total liability under or relating to this Proposal shall not exceed the total amount paid by the Recipient under this Proposal.

#### **10. Indemnification**

Each party agrees to indemnify and hold harmless the other from any claims, losses, or damages arising out of its breach of this Proposal or negligent acts or omissions.

#### **11. Force Majeure**

Neither party shall be responsible for failures or delays due to causes beyond its reasonable control, including but not limited to acts of God, government actions, labor disputes, or supply chain interruptions.

#### **12. Termination**

Either party may terminate this Proposal upon material breach by the other if such breach is not cured within a reasonable period after written notice. Termination shall be without prejudice to any rights or remedies accrued prior to termination.

#### **13. Governing Law and Jurisdiction**

This Proposal shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

#### **14. Entire Agreement**

This Proposal, including all attachments and referenced documents, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter herein.

#### **15. Amendments**

Any amendments or modifications to this Proposal must be in writing and signed by authorized representatives of both parties to be effective.

#### **16. Severability**

If any provision of this Proposal is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in

full force and effect and the invalid provision shall be replaced by a valid provision that most closely aligns with the original intent.

**17. Assignment**

Neither party may assign or transfer its rights or obligations under this Proposal without the prior written consent of the other party, except to a successor entity in the event of a merger or sale of substantially all assets.

**18. Notices**

All notices under this Proposal must be in writing and delivered by hand, national overnight courier, certified mail return receipt requested, or electronic means capable of confirming transmission and receipt, to the addresses specified in accepted Proposal documents or as otherwise notified.

**19. Counterparts and Electronic Signatures**

This Proposal may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

**20. Acceptance**

By signing below, the parties acknowledge they have read, understood, and agreed to be bound by the terms and conditions of this Proposal.

**PROPOSER'S AUTHORIZED SIGNATURE**

**RECIPIENT'S AUTHORIZED SIGNATURE**

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

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

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