DATED

(1) <<Supplier>>

(2) <<Buyer>>

LONG TERM SUPPLY OF GOODS AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Supplier>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Supplier") and
- (2) <<Name of Buyer>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Buyer")

WHEREAS:

- (1) The Supplier carries on the business of [manufacturing and] selling the Goods.
- (2) The Buyer carries on the business of reselling goods and wishes to purchase the Goods from the Supplier for that business.
- (3) The Supplier is willing to supply the Goods to the Buyer on the terms set out in this Agreement.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means, any day (other than Saturday or Sunday) on
----------------	---

which ordinary banks are open for their full range of

normal business in <<insert location>>:

"Commencement Date" means <<insert date>>;

"Confidential Information" means, in relation to either Party, information which is

disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium) which is by its nature confidential or is expressly stated to be confidential or

marked as such;

"Expert" means an independent and suitably qualified third

party to whom a reference is made under Clause 7;

"Goods" means the Goods to be supplied by the Supplier

detailed in Schedule 1;

"Quarter" mea

<<in mon on a

on th

"Rejection Notice"

mea unde

> sped Buye

"Specification" mea

Sche agre

from

"Year" mea

Agre

1.2 Unless the context otherwise

- 1.2.1 "writing", and any o communication effection similar means:
- 1.2.2 a statute or a provis provision as amende
- 1.2.3 "this Agreement" is Schedules as amend
- 1.2.4 a Schedule is a sche
- 1.2.5 a Clause or paragra (other than the Sche
- 1.2.6 a "Party" or the "Part
- 1.2.7 a reference to the "sofficers, employees,
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s
- 1.6 References to persons shall

2. Supply of the Goods

- 2.1 Subject to the provisions of the Buyer to buy the Goods Date.
- 2.2 Every order shall allow th Quarter>> of lead-time bet such date to be specified by

onths commencing on cutive period of three orter period commencing the Quarter and ending eement and "Quarterly"

he Buyer to the Supplier of defective Goods, s) and stating that the oods;

Goods set out in ification of the Goods
Supplier and the Buyer

ns from the date of this utive period of 12 months f this Agreement.

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time:

eement and each of the ne relevant time;

Clause of this Agreement the relevant Schedule;

this Agreement; and

er" shall also refer to any of that Party.

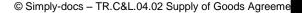
ience only and shall have

e plural and vice versa.

der.

r shall accept orders from s on the Commencement

n <<insert period, e.g. 1 er and the delivery date,



- 2.3 During the continuance of the shall purchase such quantite from time to time under subthis Agreement.
- 2.4 The Buyer shall, not less t beginning of each Quarter, delivered to the Buyer durin except that the Supplier mamade by the Buyer within < given.
- 2.5 Orders for the Goods shall I if given orally, shall be co <<insert period>> Business
- 2.6 The Buyer shall notify to the
 - 2.6.1 its estimated orders to period>> months prior
 - 2.6.2 its estimated orders <<insert period>> we
 - 2.6.3 any revisions to such
- 2.7 If the Buyer's orders for the revised estimates given pur output capacity or available
 - 2.7.1 the Supplier shall as
 - 2.7.2 the Buyer shall be quantity of the Goods with the Buyer's orde
 - 2.7.3 that quantity shall be (and, therefore, to the be in breach of this Clause) to have been
 - 2.7.3.1 the Supplier such supporti that it is all accordance w
 - 2.7.3.2 the Buyer h alternative ar party for the s
- 2.8 The Supplier shall not be of sub-Clause 2.7 applies provided Supplier shall not be liable obtain alternative goods from the once again able to supply shall notify the Buyer as soo

3. Specification of the Goods

3.1 All Goods sold by the Supp conform in all respects to the

er shall sell and the Buyer be ordered by the Buyer be terms and conditions of

Business Days before the rder for the Goods to be er so given shall be final, t amendment to an order ss Days after the order is

the Supplier in writing or, in writing not more than ven by the Buyer.

ear, not less than <<insert

h Quarter, not less than and

after they are made.

ears from any estimate or that they will exceed) the

y the Buyer;

any other person such e to supply in accordance

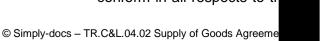
es only of sub-Clause 2.3 or shall not be deemed to o supply under that subier, until such time as:

tten notice (together with r may reasonably require) pply of that quantity in

time to terminate any nave made with any other

of this Agreement where th sub-Clause 2.7.1. The ver's inability or failure to e. When the Supplier is required by the Buyer it cable.

nt to this Agreement shall Buyer shall be entitled to





reject any quantity of the Specification, subject to and

3.2 The Supplier shall consult continuance of this Agreem Goods to be sold by the Su but the Supplier shall no Specification requested by t

4. Manufacture and Delivery of the

- The Supplier shall use a 4.1 maintain sufficient stocks Agreement.
- 4.2 The Supplier shall use all Buyer's orders for the Goo where no date is specified b but the time of delivery sh endeavours, the Supplier is Goods on the specified date a reasonable time of the breach of this Agreement or Buyer has given <<insert Supplier requiring the delive delivery within that period.
- 4.3 The Supplier shall, at the B the Supplier's premises at <<insert address>> (or suc Supplier from time to time) costs of transport and insura
- 4.4 Whether or not the Supplier
 - 4.4.1 delivery of the Good <<insert address>>:
 - 4.4.2 risk in, responsibility once they are loaded

5. **Defective Goods**

- 5.1 delivery of the Goods at th the Supplier specifying any the Goods delivered are no should be apparent on reason
- 5.2 If the Buyer fails to give such defect which is not one wh the Goods shall be conclusi with the Specification, and accepted the delivery of the

in accordance with the rovisions of Clause 5.

time to time during the at the Specification of the cceptable to both Parties, to any change to the

urs to manufacture and ts obligations under this

s to deliver each of the in the relevant order or sonable time of the order. ce and if. despite those o fulfil any delivery of the cified by the Buyer, within not be deemed to be in Buyer unless and until the vs' written notice to the upplier has not fulfilled the

or suitable transport from the Buyer's premises at Buyer may notify to the herefor, in which case the e Buver.

ant to sub-Clause 4.3:

ne Supplier's premises at

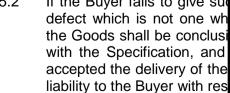
s shall pass to the Buyer ipplier's premises.

Days of the arrival of each mit a Rejection Notice to ch the Buyer alleges that Specification and which

, except in respect of any on reasonable inspection, all respects in accordance shall be deemed to have he Supplier shall have no

ct of any delivery of the





5.3 If the Buyer gives such R Goods which are not in acc within <<insert period>> Bu Buyer:

- 5.3.1 supply replacement Specification (in which breach of this Agreer
- 5.3.2 notify the Buyer that to sub-Clause 12.4) party such quantity o supply.
- 5.4 If there is any difference o Goods supplied by the Sup matter shall, at the request by an Expert.
- 5.5 Nothing in this Clause 5 sha under any other provisions for which the Supplier is liab 1987.

6. **Price and Payment**

- 6.1 Subject to the following pro-Goods shall be the Supplier
- 6.2 The Supplier shall be entitle the end of each Year, or mo in its sole discretion, consincrease in the prices of raw of the Goods, and the Sup increase.
- 6.3 The Supplier shall be entit extra expense resulting from
- 6.4 The price for the Goods sha
 - 6.4.1 any costs of packagii
 - 6.4.2 any value added tax added to the sum in
- 6.5 The Supplier shall invoice Quarter for the price in resp Agreement during the prev shown to be due by <<inset the Supplier may from tir Business Days from the d Supplier.
- 6.6 If either Party fails to pay or other Party under this Agree remedy of the other Party:
 - 6.6.1 that amount shall b made in full at a rat

ication, the Supplier shall equested to do so by the

n accordance with the all not be deemed to be in to the Buyer); or

reupon (without prejudice d to obtain from any other lier has been unable so to

arties as to whether any with the Specification the the Buyer, be determined

the Supplier to the Buyer mage caused by a defect Consumer Protection Act

the price for each type of se Goods.

ry prices for the Goods at e extent that the Supplier, justified by any material upplier in the manufacture fy the Buyer of any such

e for the Goods to cover or lack of instructions.

r duty, which shall

sert day>> day of each e Goods made under this uyer shall pay the sums to such bank account as within <<insert period>> pice is submitted by the

nt which is payable to the udice to any other right or

ue date until payment is >>% per cent above the

be

<<insert bank name: and

6.6.2 in the case of an out the Supplier shall be the outstanding amo Buyer.

7. **Expert Determination**

- Where under sub-Clause 5. 7.1 matter shall be referred at independent third party>> of person as may be appointe of agreement, nominated or the time being of <<insert na
- 7.2 Any Expert to whom a refere expert and not as an arbitra expert or experts as he/ determining the matter refer shall be given by him/her in and binding on the Parties.
- 7.3 Each Party shall provide a reasonably require for the claims any such information opinion of the Expert that Pa the Expert shall not disclose
- 7.4 The costs of any Expert appointed by him/her) shall determine to be fair and rea makes no such determination

8. Confidentiality

- 8.1 Each Party undertakes that authorised in writing by the continuance of this Agreer termination:
 - 8.1.1 keep confidential all
 - not disclose any Con 8.1.2
 - 8.1.3 not use any Confide contemplated by and
 - 8.1.4 not make any copies any Confidential Info
 - ensure that none of contractors or advise be a breach of the pr
- 8.2 Either Party may:

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e and after any judgment:

d payable from the Buyer, iveries of the Goods until by the Supplier from the

ermined by an Expert, the arty to <<insert name of unwilling so to act, such the Parties or, in default party by the President for or association>>.

Clause 7.1 shall act as an to appoint such technical ry to assist him/her in ision of the Expert (which ns therefor) shall be final

ormation as he/she may ermination; if either Party then, provided that in the the same as confidential, arty or to any third party.

any technical expert(s) ortion as the Expert may nstances, or, if the Expert proportions.

by sub-Clause 8.2 or as at all times during the period>> years] after its

ny other party;

y purpose other than as his Agreement;

r part with possession of

employees, agents, subdone by that Party, would 8.1.1 to 8.1.4 above.

8.2.1 disclose any Confide

8.2.1.1 any sub-contr

8.2.1.2 any governme

8.2.1.3 any employe aforemention

to such extent only a this Agreement (incluor as required by la person, party or body confidential and (exunder sub-Clause 8. obtaining and submained undertaking from the nearly as practicab Confidential Informat for which the disclosi

- 8.2.2 use any Confidential other person, to the or at any time after fault of that Party. I not disclose any part knowledge.
- 8.3 The provisions of this Claus terms [indefinitely] OR [f termination], notwithstanding

9. **Indemnity**

- 9.1 The Supplier shall indemr claims, demands, costs, aw result of any claim made b (save to the extent that such the Buyer, its employees, ag
 - 9.1.1 for the infringement connection with, the
 - 9.1.2 in relation to the G Supplier's breach, no its obligations under
 - 9.1.3 for death or persona in connection with, a such defects are att its employees, agent Clause 9.1.3 means do not conform to the meaning of Section 3
- 9.2 The indemnity set out in sub
 - 9.2.1 the Buyer gives w proceeding as soon:

S

Party;

regulatory body; or

Party or of any of the dies;

urposes contemplated by the supply of the Goods), arty shall first inform the confidential Information is are is to any such body officer of any such body) a written confidentiality undertaking should be as Clause 8, to keep the se it only for the purposes

bose, or disclose it to any e date of this Agreement, lic knowledge through no isclosure, that Party must mation which is not public

e in accordance with their rt period>> years after greement for any reason.

all actions, proceedings, s howsoever arising, as a he Buyer or the Supplier any acts or omissions of

ights arising out of, or in

in connection with, the lay in the performance of

property arising out of, or s (only to the extent that missions of the Supplier, "defects in Goods" in this the Supplier which either are defective within the tion Act 1987.

rovided that:

upplier of any claim or following receipt of it;

- 9.2.2 the Buyer makes no and gives the Suppl proceedings at the S
- 9.2.3 the Buyer gives the assistance in conne Supplier's cost and e
- 9.3 The Buver shall indemnify claims, demands, costs, aw result of any claim made by the infringement of intellect with, the Goods to the exter employees, agents or subco mark (registered or otherwis in any way differs from, is ac supplied to the Buyer by the
- 9.4 The indemnity set out in sub
 - 9.4.1 the Supplier gives proceeding as soon
 - 9.4.2 the Supplier makes r and gives the Buye proceedings at the B
 - 9.4.3 the Supplier gives t assistance in conne Buyer's cost and exp
- 9.5 Notwithstanding the prov nevertheless settle a claim subject to giving the Suppl settlement) if it reasonably material way prejudicial to it
- 9.6 Notwithstanding the provinevertheless settle a claim subject to giving the Buye settlement) if it reasonably material way prejudicial to it
- 9.7 Nothing in this Clause 9 sha mitigate losses that it may give rise to a claim under thi

- This Clause 10 sets out th 10.1 Buyer of the Goods; and
- Subject to sub-Clause 10.3. in contract, tort (including duty or misrepresentation

greement or compromise end or settle the claim or se: and

information, access and ms or proceedings at the

all actions, proceedings, howsoever arising, as a Buyer or the Supplier for a out of, or in connection tributable to the Buver. its me, brand, logo, or trade lation to the Goods which that applied to the Goods

rovided that:

Buyer of any claim or following receipt of it:

agreement or compromise nd or settle the claim or and

information, access and ms or proceedings at the

9.2.2, the Buyer may olvement or consent (but of the terms of any such do so would be in any

.4.2, the Supplier may olvement or consent (but the terms of any such do so would be in any

y's general duty at law to t of any matters that may

of the Parties (including ents or subcontractors) to se or resale made by the ement or tortious act or and breach of statutory ent.

able to the other, whether br for breach of statutory loss of goodwill, loss of



10.2

business opportunity, loss o or information, or any spec may be suffered by the othe Agreement.

- 10.3 Nothing in this Agreement s fraud or fraudulent misro misconduct, or for death or p
- 10.4 Nothing in this Agreement s breach of the terms implied breach of Section 2 of the C
- 10.5 Nothing in this Agreement under or in respect of any of
- 10.6 Without prejudice to Clause liability of the Supplier aris (whether in contract, tort statutory duty or misreprese sum>> in respect of any a Year.
- 10.7 Without prejudice to Clause liability of the Buyer arisin (whether in contract, tort statutory duty or misreprese of unpaid invoices, to the under sub-Clause 6.6.1, and occurring in each Year, to the

11. Force Majeure

- 11.1 No Party to this Agreement their obligations where suc beyond the reasonable cont limited to: power failure, i (except where such action civil unrest, fire, flood, stor governmental action or any in question.
- 11.2 [In the event that a Party to hereunder as a result of to period>>, the other Party r written notice at the end of Parties shall agree upon a f delivered but not already paprior contractual commitment this Agreement.]

12. Term and Termination

12.1 This Agreement shall come continue for a Term of < provisions of this Clause 12.</p>

or corruption of any data ntial damage or loss that or in connection with this

ther Party to the other for perate default or wilful t of negligence.

ther Party to the other for of Goods Act 1979 or for 1987.

ne liability of either Party of Clause 9.

.2, 10.3 or 10.4, the total tion with this Agreement restitution, for breach of all be limited to £<<insert issions occurring in each

.2, 10.3 or 10.4, the total ion with this Agreement restitution, for breach of all be limited, in the case er with any interest due all other acts or omissions of that Year.

ure or delay in performing s from any cause that is auses include, but are not failure, industrial action e Party so incapacitated), of terrorism, acts of war, nd the control of the Party

perform their obligations nuous period of <<insert ninate this Agreement by t of such termination, the ent for any and all Goods hall take into account any ce on the performance of

encement Date and shall hat date, subject to the

- 12.2 Either Party shall have the notice period>> written notice term specified in sub-Clau Agreement has been extern Agreement for a further period.
- 12.3 Either Party may terminate to <<insert notice period>> w <<insert minimum term of actions.
- 12.4 Either Party may immedia notice to the other Party if:
 - 12.4.1 any sum owing to provisions of this A Business Days of the
 - 12.4.2 the other Party com this Agreement and, it within <<insert penotice giving full paremedied;
 - 12.4.3 an encumbrancer ta company, a receiver that other Party;
 - 12.4.4 the other Party make being a company, be the meaning of the Ir
 - 12.4.5 the other Party, being made against it or, to the purposes of bond a manner that the combound by or assume this Agreement);
 - 12.4.6 anything analogous jurisdiction occurs in
 - 12.4.7 that other Party ceas
 - 12.4.8 control of that other persons not having Agreement. For t "connected persons Sections 1124 and 1
- 12.5 For the purposes of sub-Cla of remedy if the Party in bre respects.
- 12.6 The rights to terminate thi prejudice any other right or concerned (if any) or any oth

13. Effects of Termination

Upon the termination of this Agreen

ng not less than <<insert e prior to the expiry of the er period for which this provision) to extend this

to the other not less than on or at any time after

ement by giving written

Party under any of the within <<insert period>>

f any of the provisions of of remedy, fails to remedy after being given written and requiring it to be

ere the other Party is a the property or assets of

ment with its creditors or, Iministration order (within

has a bankruptcy order nto liquidation (except for e-construction and in such m effectively agrees to be on that other Party under

g under the law of any

, to carry on business; or

any person or connected arty on the date of this lause 13, "control" and ngs ascribed thereto by orporation Tax Act 2010.

all be considered capable provision in all

this Clause 12 shall not in respect of the breach



- 13.1 any sum owing by either Pa Agreement shall become im
- 13.2 all Clauses which, either ex the expiry or termination of t
- 13.3 termination shall not affect of which the terminating Party termination or any other rig may have in respect of an before the date of termination
- 13.4 subject as provided in this rights neither Party shall be
- 13.5 each Party shall (except to cease to use, either direct shall immediately return to t control which contain or reco

14. No Waiver

No failure or delay by either Party i shall be deemed to be a waiver of t of any provision of this Agreement breach of the same or any other pro-

15. Further Assurance

Each Party shall execute and do may be necessary to carry the prov

16. **Costs**

Subject to any provisions to the co own costs of and incidental to the into effect of this Agreement.

17. **Set-Off**

Neither Party shall be entitled to se or sums received in respect of agreement at any time.

18. Assignment and Sub-Contracting

18.1 [Subject to sub-Clause 18 Neither Party may assign, charge) or sub-licence or o sub-contract or otherwise de written consent of the oth withheld. y of the provisions of this ble:

, relate to the period after ain In full force and effect;

damages or other remedy ne event giving rise to the remedy which any Party nent which existed at or

n respect of any accrued on to the other; and

in Clause 8) immediately fidential Information, and ments in its possession or mation.

hts under this Agreement by either Party of a breach waiver of any subsequent

documents and things as into full force and effect.

s Agreement shall pay its n, execution and carrying

anner from payments due Agreement or any other

personal to the Parties. nerwise than by floating of its rights hereunder, or ons hereunder without the not to be unreasonably

18.2 [The Supplier shall be entitle it through any other memb skilled subcontractors. Any contractor shall, for the puri or omission of the Supplier.

Relationship of the Parties 19.

Nothing in this Agreement shall co joint venture, agency or other fiduci contractual relationship expressly p

20. Non-Solicitation

- 20.1 Neither Party shall, for the t period>> after its terminatio person who is or was empl any time in relation to this A that Party1.
- 20.2 Neither Party shall, for the t period>> after its terminated Party any customer or clien cause damage to the bus consent of that Party].

21. **Third Party Rights**

No part of this Agreement is inte accordingly the Contracts (Rights Agreement.

22. **Notices**

- 22.1 All notices under this Agree if signed by, or on behalf o notice.
- 22.2
 - registered mail) durir

 - 22.2.3 on the fifth busines ordinary mail, postad
 - postage prepaid.

In each case notices shall address, or facsimile numbe obligations undertaken by gh suitably qualified and ch other member or subbe deemed to be an act

constitute a partnership, the Parties other than the nent.

hd for a period of <<insert ntract the services of any ged by the other Party at xpress written consent of

nd for a period of <<insert tice away from the other ation or enticement would hout the express written

on any third parties and 99 shall not apply to this

nd be deemed duly given er of the Party giving the

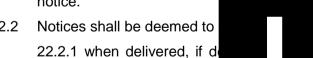
her messenger (including of the recipient; or

e-mail and a successful ted: or

g, if mailed by national

ng, if mailed by airmail,

st recent address, e-mail ty.



- 22.2.2 when sent, if trans transmission report d
- 22.2.4 on the tenth busine

23. Entire Agreement

- 23.1 This Agreement contains respect to its subject matter in writing signed by the duly
- 23.2 Each Party acknowledges the on any statement, represe (made innocently or negligible Agreement, and all conditions common law are excluded to

24. Counterparts

This Agreement may be entered Parties to it on separate counterpa shall be an original, but all the cosame instrument.

25. Severance

In the event that one or more of unlawful, invalid or otherwise unenf severed from the remainder of thi shall be valid and enforceable.

26. **Dispute Resolution**

- 26.1 The Parties shall attempt to Agreement through negotiat have the authority to settle s
- 26.2 [If negotiations under sub <<insert period>> of receipt attempt to resolve the disp Dispute Resolution ("ADR")
- 26.3 [If the ADR procedure und within <<insert period>> of t not participate in the AD arbitration by either Party.
- 26.4 The seat of the arbitration upon The arbitration shall be governous Arbitration as agreed between unable to agree on the arbitration giving written not be puty President for the time the appointment of an arbitration that may be required.]
- 26.5 Nothing in this Clause 26 applying to a court for interir

etween the Parties with d except by an instrument es of the Parties.

greement, it does not rely rance or other provision pressly provided in this erms implied by statute or ted by law.

counterparts and by the o executed and delivered II constitute one and the

greement is found to be vision(s) shall be deemed ainder of this Agreement

ng out of or relating to this inted representatives who

esolve the matter within negotiate, the Parties will gh an agreed Alternative

s not resolve the matter dure, or if either Party will ute may be referred to

all be England and Wales.

Act 1996 and Rules for event that the Parties are or Arbitration, either Party apply to the President or Institute of Arbitrators for for any decision on rules

arty or its affiliates from

- 26.6 Nothing in this Clause 26 matters for Expert determina
- 26.7 The Parties hereby agree th dispute resolution under this Parties.

27. Law and Jurisdiction

- 27.1 This Agreement (including a therefrom or associated the accordance with, the laws of
- 27.2 Subject to the provisions proceedings or claim between any non-contractual matters therewith) shall fall within the

SIGNED for and on behalf of the Supplier the <<Name and Title of person signing for the

Authorised Signature

Date: _____

SIGNED for and on behalf of the Buyer by: <<Name and Title of person signing for the

Authorised Signature

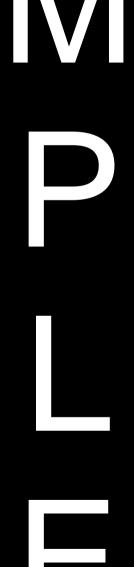
Date: _____

ty from referring relevant

ome of the final method of final and binding on both

ers and obligations arising led by, and construed in

any dispute, controversy, this Agreement (including therefrom or associated of England and Wales.



The Goods <<insert details>>



The Specification <<insert details>>

