

**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:

<b>"Business Day"</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
<b>"Commencement Date"</b>	means <<insert date>>;
<b>"Confidential Information"</b>	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;
<b>"Expert"</b>	means an independent and suitably qualified third party to whom a reference is made under Clause 7;
<b>"Goods"</b>	means the Goods to be supplied by the Supplier detailed in Schedule 1;

**“Quarter”**

means the period of three months commencing on the first day of the quarter <<insert period of three months>> or the shorter period commencing on the first day of the Quarter and ending on the last day of the Agreement and “Quarterly” means occurring during the period;

**“Rejection Notice”**

means a written notice from the Buyer to the Supplier under which the Buyer rejects defective Goods, specifies the defects (s) and stating that the Buyer is rejecting the Goods;

**“Specification”**

means the Goods set out in the Specification of the Goods agreed between the Supplier and the Buyer from the date of this Agreement;

**“Year”**

means the period of 12 months from the date of this Agreement or the shorter period of 12 months from the date of this Agreement.

- 1.2 Unless the context otherwise requires, the following definitions apply in this Agreement to:
- 1.2.1 “writing”, and any other form of communication effected by electronic means, includes a reference to any communication by facsimile transmission or other electronic means;
  - 1.2.2 a statute or a provision of law means a reference to that statute or provision as amended from time to time;
  - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended from time to time;
  - 1.2.4 a Schedule is a schedule to this Agreement;
  - 1.2.5 a Clause or paragraph means a Clause or paragraph of this Agreement (other than the Schedules) and the relevant Schedule;
  - 1.2.6 a “Party” or the “Parties” means the Supplier and the Buyer to this Agreement; and
  - 1.2.7 a reference to the “Company” shall also refer to any subsidiary, officer, employees, agents, or representatives of that Party.
- 1.3 The headings used in this Agreement shall have no effect upon the interpretation of the provisions of this Agreement.
- 1.4 Words imparting the singular shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include companies and corporations.

**2. Supply of the Goods**

- 2.1 Subject to the provisions of this Agreement, the Buyer shall accept orders from the Supplier on the Commencement Date.
- 2.2 Every order shall allow the Supplier a <<insert period, e.g. 1 Quarter>> of lead-time between the order and the delivery date, such date to be specified by the Supplier.

2.3 During the continuance of the Agreement, the Buyer shall purchase such quantities of the Goods from time to time under sub-Clause 2.3 of this Agreement.

2.4 The Buyer shall, not less than <<insert period>> Business Days before the beginning of each Quarter, place an order for the Goods to be delivered to the Buyer during the Quarter. The order so given shall be final, except that the Supplier may agree to an amendment to an order made by the Buyer within <<insert period>> Business Days after the order is given.

2.5 Orders for the Goods shall be placed with the Supplier in writing or, if given orally, shall be confirmed in writing not more than <<insert period>> Business Days after the order is given by the Buyer.

2.6 The Buyer shall notify to the Supplier its estimated orders for the Goods for each Quarter, not less than <<insert period>> months prior to the beginning of each Quarter, not less than <<insert period>> weeks before the beginning of each Quarter, and any revisions to such estimates after they are made.

2.6.1 <<insert period>> months prior to the beginning of each Quarter, not less than <<insert period>> weeks before the beginning of each Quarter, and

2.6.2 its estimated orders for the Goods for each Quarter, not less than <<insert period>> weeks before the beginning of each Quarter, and

2.6.3 any revisions to such estimates after they are made.

2.7 If the Buyer's orders for the Goods exceed the Supplier's output capacity or available capacity, the Supplier shall advise the Buyer of the excess demand as soon as practicable.

2.7.1 the Supplier shall advise the Buyer of the excess demand as soon as practicable.

2.7.2 the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order.

2.7.3 that quantity shall be supplied by the Supplier (and, therefore, to the Buyer) shall not be in breach of this Clause) to have been supplied by the Supplier.

2.7.3.1 the Supplier shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order, and the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order.

2.7.3.2 the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order, and the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order.

2.8 The Supplier shall not be deemed to be in breach of this Clause 2.7 applies provided that the Supplier shall not be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order, and the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order.

### 3. Specification of the Goods

3.1 All Goods sold by the Supplier to the Buyer shall conform in all respects to the Specification of the Goods.

er shall sell and the Buyer shall purchase such quantities of the Goods from time to time under sub-Clause 2.3 of this Agreement.

Business Days before the beginning of each Quarter, place an order for the Goods to be delivered to the Buyer during the Quarter. The order so given shall be final, except that the Supplier may agree to an amendment to an order made by the Buyer within <<insert period>> Business Days after the order is given.

the Supplier in writing or, if given orally, shall be confirmed in writing not more than <<insert period>> Business Days after the order is given by the Buyer.

ear, not less than <<insert period>> months prior to the beginning of each Quarter, not less than <<insert period>> weeks before the beginning of each Quarter, and

h Quarter, not less than <<insert period>> weeks before the beginning of each Quarter, and

after they are made.

ears from any estimate or order (and, therefore, to the Buyer) shall not be in breach of this Clause) to have been supplied by the Supplier.

y the Buyer;

any other person such as the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order, and the Buyer shall be liable for the quantity of the Goods ordered in excess of the Supplier's output capacity or available capacity with the Buyer's order.

es only of sub-Clause 2.3 of this Agreement where sub-Clause 2.7 applies provided that the Supplier shall not be deemed to be in breach of this Clause) to have been supplied by the Supplier, until such time as:

ritten notice (together with such supporting documents as the Supplier may reasonably require) that it is able to supply of that quantity in accordance with the Specification of the Goods.

time to terminate any order or orders made with any other person.

of this Agreement where sub-Clause 2.7 applies provided that the Supplier shall not be deemed to be in breach of this Clause) to have been supplied by the Supplier, until such time as:

nt to this Agreement shall conform in all respects to the Specification of the Goods. The Buyer shall be entitled to

- reject any quantity of the Goods delivered in accordance with the Specification, subject to and in accordance with the provisions of Clause 5.
- 3.2 The Supplier shall consult the Buyer from time to time during the continuance of this Agreement to ensure that the Specification of the Goods to be sold by the Supplier is acceptable to both Parties, but the Supplier shall not be bound to any change to the Specification requested by the Buyer.
4. **Manufacture and Delivery of the Goods**
- 4.1 The Supplier shall use all reasonable endeavours to manufacture and maintain sufficient stocks of the Goods to fulfil its obligations under this Agreement.
- 4.2 The Supplier shall use all reasonable endeavours to deliver each of the Goods ordered in the relevant order or within a reasonable time of the order, and if, despite those endeavours, the Supplier is unable to fulfil any delivery of the Goods on the specified date, the Supplier shall not be deemed to be in breach of this Agreement or liable to the Buyer unless and until the Buyer has given <<insert text>> days' written notice to the Supplier requiring the delivery of the Goods within that period.
- 4.3 The Supplier shall, at the Buyer's request, deliver the Goods for suitable transport from the Supplier's premises at <<insert address>> (or such other place as the Buyer may notify to the Supplier from time to time) to the Buyer's premises herefor, in which case the Supplier shall bear the costs of transport and insurance.
- 4.4 Whether or not the Supplier is required to deliver the Goods to the Buyer's premises pursuant to sub-Clause 4.3:
- 4.4.1 delivery of the Goods to the Buyer's premises at <<insert address>>;
- 4.4.2 risk in, responsibility for and cost of the Goods shall pass to the Buyer once they are loaded on to the Buyer's transport.
5. **Defective Goods**
- 5.1 The Buyer shall, within <<insert text>> Days of the arrival of each delivery of the Goods at the Buyer's premises, submit a Rejection Notice to the Supplier specifying any defect in the Goods which the Buyer alleges that the Goods delivered are not in conformity with the Specification and which should be apparent on reasonable inspection.
- 5.2 If the Buyer fails to give such a Rejection Notice, except in respect of any defect which is not one which should be apparent on reasonable inspection, the Goods shall be conclusively deemed to conform with the Specification, and the Supplier shall be deemed to have accepted the delivery of the Goods and shall have no liability to the Buyer with respect to any such defect.
- 5.3 If the Buyer gives such a Rejection Notice in respect of any delivery of the

# SAMPLE

Goods which are not in accordance with the Specification, the Supplier shall be requested to do so by the Buyer:

5.3.1 supply replacement Goods in accordance with the Specification (in which case the Supplier shall not be deemed to be in breach of this Agreement to the Buyer); or

5.3.2 notify the Buyer that it is unable to supply the Goods in accordance with the Specification (without prejudice to sub-Clause 12.4) and to obtain from any other party such quantity of Goods as the Supplier has been unable so to supply.

5.4 If there is any difference of opinion between the Parties as to whether any Goods supplied by the Supplier conform with the Specification the matter shall, at the request of either Party, be determined by an Expert.

5.5 Nothing in this Clause 5 shall limit the liability of the Supplier to the Buyer under any other provisions of the Consumer Protection Act 1987.

## 6. Price and Payment

6.1 Subject to the following provisions, the price for each type of Goods shall be the Supplier's current published price for those Goods.

6.2 The Supplier shall be entitled to vary the prices for the Goods at the end of each Year, or more frequently, in its sole discretion, consistent with the extent that the Supplier, in its sole discretion, considers justified by any material increase in the prices of raw materials or other costs in the manufacture of the Goods, and the Supplier shall notify the Buyer of any such increase.

6.3 The Supplier shall be entitled to charge for the Goods to cover any extra expense resulting from the Buyer's failure to provide or lack of instructions.

6.4 The price for the Goods shall include:

6.4.1 any costs of packaging the Goods; and

6.4.2 any value added tax or other duty, which shall be added to the sum in clause 6.4.1.

6.5 The Supplier shall invoice the Buyer at the end of each Quarter for the price in respect of the Goods made under this Agreement during the previous Quarter. The Buyer shall pay the sums so invoiced to such bank account as the Supplier may from time to time specify within <<insert period>> Business Days from the date the invoice is submitted by the Supplier.

6.6 If either Party fails to pay or perform its obligations under this Agreement, the non-defaulting Party shall be entitled to such remedy of the other Party:

6.6.1 that amount shall be payable to the Supplier on the due date until payment is made in full at a rate of <<insert rate>>% per cent above the

<<insert bank name>>  
and

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

and after any judgment;

and payable from the Buyer,  
deliveries of the Goods until  
by the Supplier from the

## 7. Expert Determination

7.1 Where under sub-Clause 5.  
matter shall be referred at  
independent third party>> of  
person as may be appointed  
of agreement, nominated or  
the time being of <<insert na

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

7.2 Any Expert to whom a refer  
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.

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

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

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

7.4 The costs of any Expert  
appointed by him/her) shall  
determine to be fair and rea  
makes no such determinatio

any technical expert(s)  
portion as the Expert may  
instances, or, if the Expert  
proportions.

## 8. Confidentiality

8.1 Each Party undertakes tha  
authorised in writing by the  
continuance of this Agree  
termination:

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

8.1.1 keep confidential all

8.1.2 not disclose any Con

ny other party;

8.1.3 not use any Confide  
contemplated by and

y purpose other than as  
his Agreement;

8.1.4 not make any copies  
any Confidential Info

or part with possession of

8.1.5 ensure that none of  
contractors or advise  
be a breach of the pr

employees, agents, sub-  
done by that Party, would  
8.1.1 to 8.1.4 above.

8.2 Either Party may:

8.2.1 disclose any Confidential Information to any third party;

8.2.1.1 any sub-contractor;

8.2.1.2 any government body;

8.2.1.3 any employee or agent of the Supplier or of any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3;

to such extent only as is necessary for the purposes contemplated by this Agreement (including the supply of the Goods), or as required by law or as required by any person, party or body to which Confidential Information is disclosed, and (except in the case of disclosure to any such body or officer of any such body) any written confidentiality undertaking from the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3 should be as nearly as practicable as the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3 may require it only for the purposes for which the disclosure is made, and shall not be used for any other purpose, or disclose it to any other person, to the knowledge of the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3, or at any time after the termination of this Agreement, or after the date of this Agreement, or after the date of the disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

8.2.2 use any Confidential Information for any purpose other than the supply of the Goods, or for any other purpose, or disclose it to any other person, to the knowledge of the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3, or at any time after the termination of this Agreement, or after the date of this Agreement, or after the date of the disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

8.3 The provisions of this Clause shall survive the termination or expiry of this Agreement in accordance with their terms [indefinitely] OR [for a period of >> years after termination], notwithstanding the termination or expiry of this Agreement for any reason.

## 9. Indemnity

9.1 The Supplier shall indemnify the Buyer from and against all claims, demands, costs, awards, damages, losses and expenses (including reasonable legal costs) which the Buyer or the Supplier may incur as a result of any claim made by a third party against the Buyer or the Supplier (save to the extent that such claim is caused wholly or partly by the negligence of the Buyer, its employees, agents or subcontractors).

9.1.1 for the infringement of any intellectual property rights arising out of, or in connection with, the performance of the Supplier's obligations under this Agreement;

9.1.2 in relation to the Goods supplied by the Supplier in connection with, the Supplier's breach, neglect or default in the performance of its obligations under this Agreement;

9.1.3 for death or personal injury or damage to property arising out of, or in connection with, the performance of the Supplier's obligations under this Agreement, in so far as such defects are attributable to the negligence of the Supplier, its employees, agents or subcontractors. For the purposes of Clause 9.1.3, "defects in Goods" means any defects in the Goods which either do not conform to the requirements of the Contract or are defective within the meaning of Section 3 of the Sale of Goods Act 1979.

9.2 The indemnity set out in sub-Clause 9.1 shall be provided that:

9.2.1 the Buyer gives written notice of the claim or proceedings as soon as practicable after the claim or proceedings are made known to the Buyer;

Party;

regulatory body; or

Party or of any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3;

purposes contemplated by this Agreement (including the supply of the Goods), or as required by law or as required by any person, party or body to which Confidential Information is disclosed, and (except in the case of disclosure to any such body or officer of any such body) any written confidentiality undertaking from the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3 should be as nearly as practicable as the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3 may require it only for the purposes for which the disclosure is made, and shall not be used for any other purpose, or disclose it to any other person, to the knowledge of the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3, or at any time after the termination of this Agreement, or after the date of this Agreement, or after the date of the disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

purpose, or disclose it to any other person, to the knowledge of the Supplier or any of the bodies mentioned in sub-Clause 8.2.1.1, 8.2.1.2 or 8.2.1.3, or at any time after the termination of this Agreement, or after the date of this Agreement, or after the date of the disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

in accordance with their terms >> years after termination], notwithstanding the termination or expiry of this Agreement for any reason.

all actions, proceedings, claims, demands, costs, awards, damages, losses and expenses (including reasonable legal costs) which the Buyer or the Supplier may incur as a result of any claim made by a third party against the Buyer or the Supplier (save to the extent that such claim is caused wholly or partly by the negligence of the Buyer, its employees, agents or subcontractors).

rights arising out of, or in connection with, the performance of the Supplier's obligations under this Agreement;

in connection with, the Supplier's breach, neglect or default in the performance of its obligations under this Agreement;

property arising out of, or in connection with, the performance of the Supplier's obligations under this Agreement, in so far as such defects are attributable to the negligence of the Supplier, its employees, agents or subcontractors. For the purposes of Clause 9.1.3, "defects in Goods" means any defects in the Goods which either do not conform to the requirements of the Contract or are defective within the meaning of Section 3 of the Sale of Goods Act 1987.

provided that:

supplier of any claim or proceedings as soon as practicable after the claim or proceedings are made known to the Buyer;



9.2.2 the Buyer makes no agreement or compromise and gives the Supplier to defend or settle the claim or proceedings at the Supplier's cost and expense; and

9.2.3 the Buyer gives the Supplier information, access and assistance in connection with claims or proceedings at the Supplier's cost and expense

9.3 The Buyer shall indemnify the Supplier for all actions, proceedings, claims, demands, costs, awards and expenses howsoever arising, as a result of any claim made by or on behalf of the Buyer or the Supplier for the infringement of intellectual property rights relating to the Goods or arising out of, or in connection with, the Goods to the extent that the claim is attributable to the Buyer, its employees, agents or subcontractors, or its name, brand, logo, or trade mark (registered or otherwise) or any other mark or relation to the Goods which in any way differs from, is associated with, or that applied to the Goods supplied to the Buyer by the Supplier.

9.4 The indemnity set out in sub-Clause 9.3 is provided that:

9.4.1 the Supplier gives the Buyer notice of any claim or proceeding as soon as it becomes aware of it following receipt of it;

9.4.2 the Supplier makes no agreement or compromise and gives the Buyer to defend or settle the claim or proceedings at the Buyer's cost and expense; and

9.4.3 the Supplier gives the Buyer information, access and assistance in connection with claims or proceedings at the Buyer's cost and expense

9.5 Notwithstanding the provisions of sub-Clause 9.2.2, the Buyer may nevertheless settle a claim or proceeding with the involvement or consent (but subject to giving the Supplier notice of the terms of any such settlement) if it reasonably believes that to do so would be in any material way prejudicial to its interests.

9.6 Notwithstanding the provisions of sub-Clause 9.4.2, the Supplier may nevertheless settle a claim or proceeding with the involvement or consent (but subject to giving the Buyer notice of the terms of any such settlement) if it reasonably believes that to do so would be in any material way prejudicial to its interests.

9.7 Nothing in this Clause 9 shall prevent the Buyer's general duty at law to mitigate losses that it may suffer as a result of any matters that may give rise to a claim under this Agreement.

## 10. Limitation of Liability

10.1 This Clause 10 sets out the limitation of liability of the Parties (including their agents or subcontractors) to each other for any breach of contract or omission (including, but not limited to, negligence or tortious act or omission) arising out of or in connection with the Agreement and breach of statutory duty.

10.2 Subject to sub-Clause 10.3, the liability of the Parties shall be limited to the other, whether in contract, tort (including negligence or tortious act or omission) or for breach of statutory duty or misrepresentation, to the extent of the loss of goodwill, loss of

business opportunity, loss of data or information, or any special damage or loss that may be suffered by the other Party or in connection with this Agreement.

- 10.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, for deliberate default or wilful misconduct, or for death or personal injury or for negligence.
- 10.4 Nothing in this Agreement shall limit the liability of either Party to the other for breach of the terms implied by the Sale of Goods Act 1979 or for breach of Section 2 of the Consumer Protection Act 1987.
- 10.5 Nothing in this Agreement shall limit the liability of either Party under or in respect of any of the provisions of Clause 9.
- 10.6 Without prejudice to Clause 10.2, 10.3 or 10.4, the total liability of the Supplier arising in connection with this Agreement (whether in contract, tort, restitution, for breach of statutory duty or misrepresentation) shall be limited to £<<insert sum>> in respect of any act or omissions occurring in each Year.
- 10.7 Without prejudice to Clause 10.2, 10.3 or 10.4, the total liability of the Buyer arising in connection with this Agreement (whether in contract, tort, restitution, for breach of statutory duty or misrepresentation) shall be limited, in the case of unpaid invoices, to the amount due under sub-Clause 6.6.1, and in the case of all other acts or omissions occurring in each Year, to the amount of £<<insert sum>> for that Year.

## 11. Force Majeure

- 11.1 No Party to this Agreement shall be liable for failure or delay in performing their obligations where such failure or delay is caused by any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, industrial action, failure, industrial action (except where such action is caused by the Party so incapacitated), civil unrest, fire, flood, storm, acts of terrorism, acts of war, governmental action or any other cause beyond the control of the Party.
- 11.2 [In the event that a Party to this Agreement fails to perform their obligations hereunder as a result of force majeure for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the end of the period. From the date of such termination, the Parties shall agree upon a final settlement for any and all Goods delivered but not already paid for. The settlement shall take into account any prior contractual commitments and the effect of force majeure on the performance of this Agreement.]

## 12. Term and Termination

- 12.1 This Agreement shall come into effect on the Commencement Date and shall continue for a Term of <<insert period>> from that date, subject to the provisions of this Clause 12.

- 12.2 Either Party shall have the right to terminate this Agreement by giving written notice not less than <<insert notice period>> written notice to the other Party prior to the expiry of the term specified in sub-Clause 12.1 or after the expiry of the term specified in sub-Clause 12.1 (or any other period for which this Agreement has been extended in accordance with sub-Clause 12.2 (or any other provision) to extend this Agreement for a further period of <<insert period>> months;
- 12.3 Either Party may terminate this Agreement by giving written notice to the other not less than <<insert notice period>> written notice to the other Party on or at any time after the expiry of the term specified in sub-Clause 12.1 (or any other period for which this Agreement has been extended in accordance with sub-Clause 12.2 (or any other provision) to extend this Agreement for a further period of <<insert period>> months;
- 12.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 12.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid by the other Party within <<insert period>> Business Days of the date of the expiry of the term specified in sub-Clause 12.1 (or any other period for which this Agreement has been extended in accordance with sub-Clause 12.2 (or any other provision) to extend this Agreement for a further period of <<insert period>> months;
  - 12.4.2 the other Party commits a breach of any of the provisions of this Agreement and, after being given written notice of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 12.4.3 an encumbrancer takes possession of the property or assets of the other Party, where the other Party is a company, a receiver or liquidator is appointed in respect of that other Party;
  - 12.4.4 the other Party makes an arrangement with its creditors or, where the other Party is a company, an administration order (within the meaning of the Insolvency Act 1986) is made in respect of the other Party;
  - 12.4.5 the other Party, being a company, is made bankrupt or has a bankruptcy order made against it or, being a company, is placed into liquidation (except for the purposes of bona fide reconstruction and in such a case the other Party effectively agrees to be bound by or assume the obligations of this Agreement);
  - 12.4.6 anything analogous to any of the above occurs in any other jurisdiction occurs in respect of the other Party;
  - 12.4.7 that other Party ceases to carry on business; or
  - 12.4.8 control of that other Party is taken over by any person or connected person not having been a party on the date of this Agreement. For the purposes of this clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by the Companies Act 2006 and the Income Tax Act 2010.
- 12.5 For the purposes of sub-Clause 12.4, the other Party shall be considered capable of remedy if the Party in breach is capable of remedy in all respects.
- 12.6 The rights to terminate this Agreement shall not be prejudiced by this Clause 12 shall not prejudice any other right or remedy available in respect of the breach concerned (if any) or any other breach of this Agreement.

### 13. Effects of Termination

Upon the termination of this Agreement

- 13.1 any sum owing by either Party under the provisions of this Agreement shall become immediately payable; and
- 13.2 all Clauses which, either expressly or by implication, relate to the period after termination or expiry of the Agreement shall remain in full force and effect;
- 13.3 termination shall not affect the right of the Party which the terminating Party is liable to pay damages or other remedy in respect of the event giving rise to the termination or any other right or remedy which any Party may have in respect of any claim or remedy which existed at or before the date of termination;
- 13.4 subject as provided in this Clause, neither Party shall be liable in respect of any accrued rights neither Party shall be liable in respect of any accrued rights to the other; and
- 13.5 each Party shall (except to the extent otherwise provided in Clause 8) immediately cease to use, either directly or indirectly, Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain or record Confidential Information.
14. **No Waiver**
- No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver of the rights of either Party of a breach of any provision of this Agreement or of any other provision of this Agreement or a waiver of any subsequent breach of the same or any other provision of this Agreement.
15. **Further Assurance**
- Each Party shall execute and do all such acts and things as may be necessary to carry the provisions of this Agreement into full force and effect.
16. **Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.
17. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of this Agreement or any other agreement at any time.
18. **Assignment and Sub-Contracting**
- 18.1 [Subject to sub-Clause 18.2] Neither Party may assign, sub-contract or otherwise dispose of its rights hereunder, or sub-licence or otherwise dispose of its rights hereunder, or sub-contract or otherwise dispose of its rights hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

18.2 [The Supplier shall be entitled to engage through any other member or skilled subcontractors. Any subcontractor shall, for the purpose of this Agreement, be deemed to be an act or omission of the Supplier.] obligations undertaken by it through suitably qualified and skilled subcontractors. Any subcontractor shall, for the purpose of this Agreement, be deemed to be an act or omission of the Supplier.]

## 19. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

## 20. Non-Solicitation

20.1 Neither Party shall, for the term of the Agreement and for a period of <<insert period>> after its termination, contract the services of any person who is or was employed by the other Party at any time in relation to this Agreement without the express written consent of that Party].

20.2 Neither Party shall, for the term of the Agreement and for a period of <<insert period>> after its termination, induce or attempt to induce any customer or client of the other Party to do business with the other Party without the express written consent of that Party].

## 21. Third Party Rights

No part of this Agreement is intended to confer any rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## 22. Notices

22.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

22.2 Notices shall be deemed to be given if:

22.2.1 when delivered, if delivered by hand or by registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or

22.2.3 on the fifth business day after posting, if mailed by national ordinary mail, postage paid; or

22.2.4 on the tenth business day after posting, if mailed by airmail, postage paid.

In each case notices shall be sent to the last recent address, e-mail address, or facsimile number of the Party.

## 23. Entire Agreement

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

## 24. Counterparts

This Agreement may be entered into by two or more Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

## 25. Severance

In the event that one or more of the provisions of this Agreement are held to be unlawful, invalid or otherwise unenforceable, the remaining provisions shall survive and shall be valid and enforceable.

## 26. Dispute Resolution

- 26.1 The Parties shall attempt to resolve the Dispute through negotiation. Each Party shall have the authority to settle or compromise the Dispute.
- 26.2 [If negotiations under subsection 26.1 <<insert period>> of receipt of written notice, either Party may attempt to resolve the dispute through Arbitration or Dispute Resolution (“ADR”).]
- 26.3 [If the ADR procedure under subsection 26.2 within <<insert period>> of time, either Party may not participate in the ADR process without the arbitration by either Party.]
- 26.4 The seat of the arbitration will be New York City, New York. The arbitration shall be governed by the rules of the American Arbitration Association as agreed between the Parties. If the Parties are unable to agree on the arbitrator, the arbitrator may, upon giving written notice to both Parties, appoint a Deputy President for the time being until the appointment of an arbitrator. The arbitrator that may be required.]
- 26.5 Nothing in this Clause 26 shall prevent either Party from applying to a court for interim relief.

26.6 Nothing in this Clause 26 shall prevent the Parties from referring relevant matters for Expert determination.

26.7 The Parties hereby agree that the arbitration shall be the final method of dispute resolution under this Agreement and shall be final and binding on both Parties.

**27. Law and Jurisdiction**

27.1 This Agreement (including any amendments and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or in connection with it) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Supplier by \_\_\_\_\_  
<<Name and Title of person signing for the Supplier>>

\_\_\_\_\_  
Authorised Signature

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

SIGNED for and on behalf of the Buyer by \_\_\_\_\_  
<<Name and Title of person signing for the Buyer>>

\_\_\_\_\_  
Authorised Signature

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

**The Goods**  
<<insert details>>

SC

S  
A  
M  
P  
L  
E



**The Specification**  
<<insert details>>

SC

S  
A  
M  
P  
L  
E