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LONG TERM SUPPLY AGRE

(RETURN) SOURCE AND SUPPLY

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Supplier>> [a <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of <<insert Address>> (“the S
- (2) <<Name of Buyer>> [a c <<Country of Registration>> under number <<Company Regi se registered office is at] **OR** [of <<insert Address>> (“the B

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WHEREAS:

- (1) The Supplier carries on th he Goods from one or more third party suppliers and supply supplier’s customers .
- (2) The Buyer carries on the oods and wishes to purchase the Goods from the Supplier fo
- (3) The Supplier is willing to e Buyer on a sale or return basis under the terms set out in t

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IT IS AGREED as follows:

- 1. **Definitions and Interpret**
 - 1.1 In this Agreement otherwise requires, the following expressions have th
 - “**Business Day**” er than Saturday or Sunday) on s are open for their full range of <<insert location>>;
 - “**Commencement Date**” >>;
 - “**Confidential Informatio** either Party, information which is y by the other Party pursuant to this Agreement (whether orally or r medium) which is by its nature ressedly stated to be confidential or
 - “**Expert**” ent and suitably qualified third rence is made under Clause 8;
 - “**Goods**” be supplied by the Supplier 1;
 - “**Ordering Capacity**” s ordering capacity determined by her factors, to the stocks of the

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“Quarter”

“Rejection Notice”

“Return Date”

“Returns Form”

“Returned Goods”

“Sale or Return Basis”

“Specification”

“Standard Sale Basis”

“Statement of Returned Goods”

“UK”

“Year”

1.2 Unless the context of

1.2.1 “writing”, and
communicat

1.2.2 a statute or
provision as

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three months commencing on
h consecutive period of three
d any shorter period commencing
e end of the Quarter and ending
this Agreement and “Quarterly”
meaning;

ded by the Buyer to the Supplier
receipt of defective Goods,
d defect(s) and stating that the
ective Goods;

ate on which the Buyer may return
ods in accordance with the sale or
Clause 6;

submitted by the Buyer to the
ing Goods under Clause 6,
ummary of Returns Form

hich the Buyer returns to the
ce with the sale or return
6;

ods from the Supplier to the
ct to the sale or return provisions
hich the Buyer may return Goods
the period defined in that Clause;

ion of the Goods set out in
her specification of the Goods
ween the Supplier and the Buyer

ods from the Supplier to the
bject to the sale or return
6 and the Buyer shall only have
ch Goods to the Supplier if they
ective;

submitted by the Supplier to the
f Goods returned under Clause 6,
ummary of Statement of Returned

ngdom; and

12 months from the date of this
consecutive period of 12 months
period of this Agreement.

reference in this Agreement to:

on, includes a reference to any
or similar means;

e is a reference to that statute or
at the relevant time;

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- 1.2.3 "this Agreement" means this Agreement and each of the Schedules attached to it at the relevant time;
- 1.2.4 a "Schedule" means a Schedule to this Agreement;
- 1.2.5 a "Clause" or "Paragraph" means a Clause or Paragraph of this Agreement (other than this Clause or Paragraph) as defined in the relevant Schedule;
- 1.2.6 a "Party" or "Parties" means the Parties to this Agreement; and
- 1.2.7 a reference to "the Buyer" shall also refer to any contractors of that Party.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation 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 corporations and other legal entities.

2. Supply of Goods

- 2.1 Subject to the provisions of this Agreement, the Supplier shall accept orders from the Buyer to buy the Goods for its business on the Commencement Date.
- 2.2 Every order shall be placed not less than <<insert period, e.g. 1 Quarter>> of lead-time before the date of such order and the delivery date, such date to be specified in the order.
- 2.3 During the continuance of this Agreement, the Supplier shall sell and the Buyer shall purchase such Goods as may be ordered by the Buyer from time to time under this Agreement subject to the terms and conditions of this Agreement.
- 2.4 The Buyer shall, not less than <<insert period>> Business Days before the beginning of each Quarter, deliver to the Supplier its order for the Goods to be delivered to the Buyer for each order so given shall be final, except that the Supplier shall not accept amendment to an order made by the Buyer not less than <<insert period>> Business Days after the order is given.
- 2.5 Orders for the Goods from the Buyer to the Supplier in writing or, if given orally, shall be confirmed in writing by the Buyer in writing not more than <<insert period>> Business Days after the order is given by the Buyer.
- 2.6 The Buyer shall not place orders with the Supplier without providing an estimate of the quantity of Goods to be ordered for each Year, not less than <<insert period>> months before the beginning of each Year, and for each Quarter, not less than <<insert period>> months before the beginning of each Quarter; and any revisions to such estimates shall be made immediately after they are made.
- 2.7 If the Buyer's orders exceed the Supplier's Ordering Capacity or it appears from any estimate or revised estimates given by the Buyer (under clause 2.6 that they will exceed) the Supplier:
 - 2.7.1 the Supplier shall be obliged to notify the Buyer;

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2.7.2 the Buyer shall not be entitled to claim from any other person such quantity of the Goods if the Supplier is unable to supply in accordance with the Buyer's order.

2.7.2 the Buyer shall not be entitled to claim from any other person such quantity of the Goods if the Supplier is unable to supply in accordance with the Buyer's order.

2.7.3 that quantity of the Goods (and, therefore, the Supplier shall not be deemed to be in breach of this Clause) to have been supplied by the Supplier, until such time as:

2.7.3 that quantity of the Goods (and, therefore, the Supplier shall not be deemed to be in breach of this Clause) to have been supplied by the Supplier, until such time as:

2.7.3.1 the Supplier shall provide the Buyer written notice (together with such supporting documents as the Buyer may reasonably require) that the Supplier is unable to supply the supply of that quantity in accordance with the Buyer's orders; and

2.7.3.1 the Supplier shall provide the Buyer written notice (together with such supporting documents as the Buyer may reasonably require) that the Supplier is unable to supply the supply of that quantity in accordance with the Buyer's orders; and

2.7.3.2 the Supplier shall allow the Buyer a reasonable time to terminate any alternative arrangements that it may have made with any other party for the supply of the Goods.

2.7.3.2 the Supplier shall allow the Buyer a reasonable time to terminate any alternative arrangements that it may have made with any other party for the supply of the Goods.

2.8 The Supplier shall not be deemed to be in breach of this Agreement where sub-Clause 2.7 applies to the Supplier. The Supplier shall not be deemed to be in breach of this Agreement where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable.

2.8 The Supplier shall not be deemed to be in breach of this Agreement where sub-Clause 2.7 applies to the Supplier. The Supplier shall not be deemed to be in breach of this Agreement where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable.

2.9 The Supplier shall not be deemed to be in breach of this Agreement where the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable. In the event that the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable. In the event that the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable. In the event that the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable.

2.9 The Supplier shall not be deemed to be in breach of this Agreement where the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable. In the event that the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable. In the event that the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable. In the event that the Supplier is unable to manufacture the Goods or where the Supplier is unable to obtain alternative goods or services and is unable to supply the Goods again able to supply the Goods required by the Buyer it shall notify the Buyer as soon as practicable.

3. Specification of the Goods

3.1 The Supplier shall ensure that all Goods sold by the Supplier under this Agreement shall conform in all respects to the Specification of the Goods to and in accordance with Clause 5.

3.1 The Supplier shall ensure that all Goods sold by the Supplier under this Agreement shall conform in all respects to the Specification of the Goods to and in accordance with Clause 5.

3.2 The Supplier shall ensure that the Specification of the Goods to be sold by the Supplier under this Agreement shall be acceptable to both Parties, but the Supplier shall not be obliged to agree to any change to the Specification requested by the Buyer.

3.2 The Supplier shall ensure that the Specification of the Goods to be sold by the Supplier under this Agreement shall be acceptable to both Parties, but the Supplier shall not be obliged to agree to any change to the Specification requested by the Buyer.

3.3 The Supplier shall not be obliged to agree to any changes made to the Specification of the Goods to be sold by the Supplier under this Agreement.

3.3 The Supplier shall not be obliged to agree to any changes made to the Specification of the Goods to be sold by the Supplier under this Agreement.

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Specification of the Supplier's reasonable shall use all reasonable Goods or alternative is unable to find such In the event that the ordered by the Buyer the Supplier and accordingly. In the Goods which meet terminate this Agreement with any and all sums paid within <<insert Clause 7 concerning payments shall apply

supplier(s) which are outside of the of such a change, the Supplier and an alternative source for the to the Specification. If the Supplier it shall inform the Buyer in writing. only some, but not all, of the Goods cation, orders already received by y the Buyer shall be adjusted r is unable to supply any of the er Party shall have the right to ng written notice to the other Party either Party from the other to be of such termination. Provisions in t, accounts and interest for late

4. **Sourcing and Delivery of**

4.1 The Supplier shall sufficient stocks of t

endeavours to source and maintain gations under this Agreement.

4.2 The Supplier shall Buyer's orders for where no date is sp but the time of de endeavours, the Su Goods on the speci a reasonable time breach of this Agree Buyer has given < Supplier requiring th delivery within that p

endeavours to deliver each of the specified in the relevant order or in a reasonable time of the order, the essence and if, despite those reason to fulfil any delivery of the te is specified by the Buyer, within er shall not be deemed to be in y to the Buyer unless and until the ess Days' written notice to the nd the Supplier has not fulfilled the

4.3 The Supplier shall, the Supplier's UK premises at <<insert notify to the Suppl which case the cost

arrange for suitable transport from address>> to the Buyer's UK er UK premises as the Buyer may nd arrange insurance therefor, in nce shall be borne by the Buyer.

4.4 Whether or not the

port pursuant to sub-Clause 4.3:

4.4.1 delivery of th <<insert add

at the Supplier's UK premises at

4.4.2 risk in, and they are load

ods shall pass to the Buyer once Supplier's UK premises.

4.5 In the case of Good Goods shall pass t Supplier's UK prem

a Standard Sale Basis, title to the are loaded on to transport at the

4.6 In the case of Good Goods shall remain full by the Supplier t Until title is transfer Goods as bailee fo

a Sale or Return Basis, title to the uch time as payment is received in o under the provisions of Clause 7. y shall be in possession of the y shall store the Goods at the

¹ This template assumes that both Supplier and should take legal advice before deciding wheth

that the delivery address is in the UK. If not, you

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Buyer's UK premises shall ensure that they are stored in an appropriate environment, shall insure them against theft and damage, and shall ensure that they are not used for any other purpose. Notwithstanding the foregoing, the Buyer may, at its discretion, reuse or resell them in the ordinary course of business.

the property of the Supplier, and shall be deemed to be an order to purchase the Goods on a Standard Sale Basis save for any order in which the Buyer clearly identifies the Goods to be, either a Standard Sale Basis

4.7 Every order given by the Buyer to buy the Goods ordered shall be deemed to be an order to purchase the Goods on a Standard Sale Basis save for any order in which the Buyer specifies otherwise. The Supplier shall ensure that the Goods concerned as being ordered are either a Sale or Return

shall be deemed to be an order to purchase the Goods on a Standard Sale Basis save for any order in which the Buyer clearly identifies the Goods to be, either a Standard Sale Basis

5. **Defective Goods**

5.1 The provisions of this Clause 6 governing the Buyer's liability regarding the conformity of the Goods with the Specification.

without prejudice to the provisions of the provisions of sub-Clause 3.1 of the Specification.

5.2 The Buyer shall, within 10 Business Days of the arrival of each delivery of the Goods, submit a Rejection Notice to the Supplier specifying the Goods delivered which should be apparent to the Buyer.

Business Days of the arrival of each delivery of the Goods, submit a Rejection Notice to the Supplier specifying the Goods delivered which should be apparent to the Buyer.

5.3 If the Buyer fails to give a Rejection Notice then, except in respect of any defect which is not apparent on reasonable inspection, the Goods shall be deemed to have been accepted by the Buyer and the Supplier shall have no liability to the Buyer.

Rejection Notice then, except in respect of any defect which is not apparent on reasonable inspection, the Goods shall be deemed to have been accepted by the Buyer and the Supplier shall have no liability to the Buyer.

5.4 If the Buyer gives a Rejection Notice in respect of any delivery of the Goods which are not in accordance with the Specification, the Supplier shall be obliged to do so by the Buyer:

in respect of any delivery of the Goods which are not in accordance with the Specification, the Supplier shall be obliged to do so by the Buyer:

5.4.1 supply replacement Goods which are in accordance with the Specification (the Supplier shall not be deemed to be in breach of this Clause in this respect); or

supply replacement Goods which are in accordance with the Specification (the Supplier shall not be deemed to be in breach of this Clause in this respect); or

5.4.2 notify the Buyer of the Supplier's failure to supply. The Buyer shall be entitled to obtain from any other person such as the Supplier has been unable so to supply.

notify the Buyer of the Supplier's failure to supply. The Buyer shall be entitled to obtain from any other person such as the Supplier has been unable so to supply.

5.5 If there is any difference between the Parties as to whether any Goods supplied by the Supplier in accordance with the Specification the matter shall, at the discretion of the Buyer, be determined by an Expert.

between the Parties as to whether any Goods supplied by the Supplier in accordance with the Specification the matter shall, at the discretion of the Buyer, be determined by an Expert.

5.6 Nothing in this Clause shall limit the Buyer's liability under any other provisions of the Consumer Protection Act 1987.

Nothing in this Clause shall limit the Buyer's liability under any other provisions of the Consumer Protection Act 1987.

6. **Sale or Return**

6.1 The provisions of this Clause 5 governing the Buyer's liability regarding the conformity of the Goods with the Specification.

without prejudice to the provisions of the provisions of sub-Clause 3.1 of the Specification.

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regarding the conformity of the Goods with the Specification. The provisions of this Clause 6 apply to the Buyer purchases on a Sale or Return Basis and with respect to the Goods returned, to the Supplier on that basis.

6.2 The Return Date shall be the date stated in the Purchase Order, or, if not stated, the date stated in the Sales agreement between the Parties or, if not stated, the date of the Purchase Order. In the absence of an express agreement between the Parties to the contrary, the Buyer shall have a period of <<insert period>> following delivery of the Goods on a Sale or Return Basis in accordance with Clause 6.4.

6.3 For a period of <<insert period>> commencing on the Return Date the Buyer shall have the right to return the Goods supplied on a Sale or Return Basis to the Supplier on a Return Basis in accordance with Clause 6.4. The Buyer shall ensure that the Returned Goods are in a saleable condition, and are free from damage, and are accompanied by all marks, labels or any other additional information provided that:

6.3.1 the Returned Goods are in a saleable condition, and are free from damage, and are accompanied by all marks, labels or any other additional information provided that:

6.3.2 the Returned Goods are accompanied by the original packaging and are accompanied by the original Marks, Labels or any other additional information provided that:

6.4 If the Requirements set out in 6.3.1 and 6.3.2 are not met, the Supplier shall be under no obligation to accept the Returned Goods and may, at its sole discretion:

6.4.1 Require the Buyer to rectify the Returned Goods and pay for them at the Buyer's expense;

6.4.2 Accept the Returned Goods at a price to be determined by the Buyer, charging the Buyer a percentage of the value of the Returned Goods to the damage that has been done to the Goods.

6.5 The cost of returning the Goods to the Supplier shall be borne by the Buyer.

6.6 The Supplier shall be obliged to accept the Returned Goods to the Buyer upon receipt of the Returned Goods and to promptly acknowledge the receipt of the Returned Goods and, if applicable, set out any sums due to the Supplier for damage to the Goods.

6.7 Risk in, and responsibility for, the Goods shall pass to the Supplier at the time of delivery. If the Supplier wrongfully fails to take delivery of the Goods, the time when the Supplier would have taken delivery shall be deemed to be the time when the Supplier wrongfully failed to take delivery.

7. Price and Payment

7.1 Subject to the provisions of Clause 7.2, the price for each type of the Goods shall be the Supplier's published price for those Goods.

7.2 The Supplier shall be obliged to supply the Goods at the Supplier's published ex-Supplier warehouse prices for the Goods frequently if and to the extent that the Supplier, in its sole discretion, considers it is the same to be justified by any material increase in the cost of the Goods payable by the Supplier to its supplier(s) as set by the Supplier. The Supplier shall promptly notify the Buyer of any such increase.

7.3 The Supplier shall be obliged to supply the Goods at the price of the Goods to cover the Buyer's instructions or lack of instructions.

7.4 The price for the Goods shall include:
7.4.1 any costs of insurance of the Goods; and

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7.4.2 any value added tax or duty which shall be added to the

cable tax or duty which shall be

7.5 The Supplier shall invoice on a Standard Sale Basis and the Buyer shall pay the sums shown to be due by the Supplier within the period shown on the invoice. The Supplier may invoice on a Standard Sale Basis or a Return Basis. Business Days from the date of the invoice shall apply unless otherwise stated. Supplier.

on consignment of Goods sold on a Standard Sale Basis and the Buyer shall pay the sums shown to be due by the Supplier within the period shown on the invoice. The Supplier may invoice on a Standard Sale Basis or a Return Basis. Business Days from the date of the invoice shall apply unless otherwise stated. Supplier.

7.6 The Supplier shall invoice on a Standard Sale Basis or a Return Basis and the Buyer shall pay the sums shown to be due by the Supplier within the period shown on the invoice. The Supplier may invoice on a Standard Sale Basis or a Return Basis. Business Days from the date of the invoice shall apply unless otherwise stated. Supplier. OR [on such extent that the Supplier may invoice on a Standard Sale Basis or a Return Basis. Business Days from the date of the invoice shall apply unless otherwise stated. Supplier.]

on consignment of Goods sold on a Standard Sale Basis or a Return Basis and the Buyer shall pay the sums shown to be due by the Supplier within the period shown on the invoice. The Supplier may invoice on a Standard Sale Basis or a Return Basis. Business Days from the date of the invoice shall apply unless otherwise stated. Supplier. OR [on such extent that the Supplier may invoice on a Standard Sale Basis or a Return Basis. Business Days from the date of the invoice shall apply unless otherwise stated. Supplier.]

7.7 If either Party fails to pay the amount due to the other Party under this Agreement, the Supplier shall be entitled to the remedy of the other Party.

any amount which is payable to the Supplier without prejudice to any other right or remedy of the Supplier.

7.7.1 that amount shall be paid to the Supplier in full within the period shown on the invoice and interest shall be payable at the rate of <<insert bank rate>> per annum and

from the due date until payment is received. Interest shall be payable at the rate of <<insert bank rate>>% per cent above the bank rate then in force at the time before and after any judgment;

7.7.2 in the case of non-payment of the amount due to the Supplier, the Supplier shall be entitled to suspend the supply of Goods until the outstanding amount has been paid.

in the case of non-payment of the amount due to the Buyer, the Supplier shall be entitled to suspend the supply of further Goods until the outstanding amount has been paid by the Buyer.

8. Expert Determination

8.1 Where under sub-Clause 7.7 any matter is to be determined by an Expert, the matter shall be referred to the Expert by either Party to <<insert name of relevant party>> or, if he/she is unable or unwilling to do so, by the authority or association of either party by the authority or association of either party by the authority or association of either party.

of this Agreement any matter is to be determined by an Expert, the matter shall be referred to the Expert by either Party to <<insert name of relevant party>> or, if he/she is unable or unwilling to do so, by the authority or association of either party by the authority or association of either party.

8.2 Any Expert to whom the matter is referred under sub-Clause 8.1 shall act as an expert and not as an arbitrator. The Expert shall be entitled to appoint such technical expert or experts as he/she may deem necessary to assist him/her in determining the matter. The decision of the Expert (which shall be given by him/her in writing and binding on the Parties) shall be final and binding on the Parties.

under sub-Clause 8.1 shall act as an expert and not as an arbitrator. The Expert shall be entitled to appoint such technical expert or experts as he/she may deem necessary to assist him/her in determining the matter. The decision of the Expert (which shall be given by him/her in writing and binding on the Parties) shall be final and binding on the Parties.

8.3 Each Party shall provide to the Expert such information as he/she may reasonably require for his/her determination; if either Party fails to do so, the Expert shall not be bound by the information provided and the Expert shall not be liable for any such failure.

such information as he/she may reasonably require for his/her determination; if either Party fails to do so, the Expert shall not be bound by the information provided and the Expert shall not be liable for any such failure.

8.4 The costs of any technical expert(s) appointed by him/her shall be borne by the Parties in such proportion as the Expert may determine to be fair and reasonable in the circumstances, or, if the Expert makes no such determination, the costs shall be borne in equal proportions.

costs of any technical expert(s) appointed by him/her shall be borne by the Parties in such proportion as the Expert may determine to be fair and reasonable in the circumstances, or, if the Expert makes no such determination, the costs shall be borne in equal proportions.

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9. Confidentiality

9.1 Each Party undertakes not to disclose or use any Confidential Information authorised in writing by the other Party during the continuance of this Agreement or after its termination:

9.1.1 keep confidential

9.1.2 not disclose

9.1.3 not use any Confidential Information contemplated by this Agreement

9.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information

9.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or other representatives shall not be a breach of this Agreement

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

9.2.1.1 any officer or employee

9.2.1.2 any government authority or regulatory body; or

9.2.1.3 any other person named in writing by the other Party or of any of the bodies or bodies;

to such extent as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the supply of the Goods), or as required by law or as required by any court or government authority or regulatory body, or as required by any person, party or body to whom Confidential Information is disclosed under sub-Clause 9.2.1, provided that the disclosing Party shall first obtain from the other Party a written confidentiality undertaking which shall require the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information is disclosed.

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of this Agreement, or has become, or is likely to become, public knowledge through no fault of that Party, or if it is already in the public domain or disclosure, that Party must not disclose Confidential Information which is not public knowledge.

9.3 The provisions of this Clause 9 shall remain in force in accordance with their terms [indefinitely] or for a period of <<insert period>> years after termination], notwithstanding the termination of this Agreement for any reason.

10. Indemnity

10.1 The Supplier shall indemnify and hold the Buyer harmless against all actions, proceedings, claims, demands, damages howsoever arising, as a result of any claim made against the Buyer or the Supplier (save to the extent that the claim is attributable to any acts or omissions of the Buyer, its employees or subcontractors):

provided by sub-Clause 9.2 or as otherwise required by law, it shall, at all times during the term of this Agreement or [<<insert period>> years] after its termination;

Confidential Information;

disclosure to any third party;

Confidential Information for any purpose other than as contemplated by the terms of this Agreement;

Confidential Information in any way or part with possession of any Confidential Information;

Confidential Information by its officers, employees, agents, subcontractors or other representatives, which, if done by that Party, would constitute a breach of Clauses 9.1.1 to 9.1.4 above.

to:

any officer or employee

any government authority or regulatory body; or

any other person named in writing by the other Party or of any of the bodies or bodies;

to such extent as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the supply of the Goods), or as required by law or as required by any court or government authority or regulatory body, or as required by any person, party or body to whom Confidential Information is disclosed under sub-Clause 9.2.1, provided that the disclosing Party shall first obtain from the other Party a written confidentiality undertaking which shall require the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information is disclosed.

any purpose, or disclose it to any other person, or at any time, if it is at the date of this Agreement, or has become, or is likely to become, public knowledge through no fault of that Party, or if it is already in the public domain or disclosure, that Party must not disclose Confidential Information which is not public knowledge.

shall remain in force in accordance with their terms [indefinitely] or for a period of <<insert period>> years after termination], notwithstanding the termination of this Agreement for any reason.

against all actions, proceedings, claims, demands, damages howsoever arising, as a result of any claim made against the Buyer or the Supplier (save to the extent that the claim is attributable to any acts or omissions of the Buyer, its employees or subcontractors):

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10.1.1 for the infringement of property rights arising out of, or in connection with

property rights arising out of, or in connection with

10.1.2 in relation to the Supplier's breach of its obligations

out of, or in connection with, the failure or delay in the performance of or

10.1.3 for death or injury in connection with such defects or its employees. Clause 10.1 does not confer the meaning of §

damage to property arising out of, or in connection with the Goods (only to the extent that such defects or omissions of the Supplier, its employees, agents or subcontractors), and "defects in Goods" in this clause shall apply to Goods supplied by the Supplier which either are or which are defective within the meaning of the Consumer Protection Act 1987.

10.2 The Indemnity set out in this clause shall apply provided that:

shall apply provided that:

10.2.1 the Buyer shall indemnify the Supplier of any claim or proceedings arising out of, or in connection with

the Supplier of any claim or proceedings arising out of, or in connection with, the receipt of it;

10.2.2 the Buyer must indemnify and give the Supplier reasonable assistance in connection with such proceedings

liability, agreement or compromise arising out of, or in connection with, the receipt of it; and

10.2.3 the Buyer shall give the Supplier reasonable assistance in connection with such proceedings at the Supplier's cost

reasonable information, access and assistance in connection with such claims or proceedings at the Supplier's cost

10.3 The Buyer shall indemnify the Supplier against all actions, proceedings, claims, demands, damages, costs and expenses howsoever arising, as a result of any claim against the Buyer or the Supplier for the infringement of the Supplier's intellectual property rights with, the Goods to which the claim is attributable to the Buyer, its employees, agents or subcontractors, or any name, brand, logo, or trade mark (registered or unregistered) in any way differs from that applied to the Goods supplied to the Buyer

against all actions, proceedings, claims, demands, damages howsoever arising, as a result of any claim against the Buyer or the Supplier for the infringement of the Supplier's intellectual property rights with, the Goods to which the claim is attributable to the Buyer, its employees, agents or subcontractors, or any name, brand, logo, or trade mark (registered or unregistered) in any way differs from that applied to the Goods supplied to the Buyer

10.4 The indemnity set out in this clause shall apply provided that:

shall apply provided that:

10.4.1 the Supplier shall indemnify the Buyer of any claim or proceedings arising out of, or in connection with

to the Buyer of any claim or proceedings arising out of, or in connection with, the receipt of it;

10.4.2 the Supplier must indemnify and give the Buyer reasonable assistance in connection with such proceedings

liability, agreement or compromise arising out of, or in connection with, the receipt of it; and

10.4.3 the Supplier shall give the Buyer reasonable assistance in connection with such proceedings at the Buyer's cost

reasonable information, access and assistance in connection with such claims or proceedings at the Buyer's cost

10.5 Notwithstanding the above, the Buyer may nevertheless settle any such claim or proceedings subject to giving the Supplier notice of the terms of any such settlement) if it realises that its failure to do so would be in any material way prejudicial to its interests

Clause 10.2.2, the Buyer may nevertheless settle any such claim or proceedings subject to giving the Supplier notice of the terms of any such settlement) if it realises that its failure to do so would be in any material way prejudicial to its interests

10.6 Notwithstanding the above, the Supplier may nevertheless settle any such claim or proceedings subject to giving the Buyer notice of the terms of any such settlement) if it realises that its failure to do so would be in any material way prejudicial to its interests

Clause 10.4.2, the Supplier may nevertheless settle any such claim or proceedings subject to giving the Buyer notice of the terms of any such settlement) if it realises that its failure to do so would be in any material way prejudicial to its interests

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10.7 Nothing in this Clause shall limit the other Party's general duty at law to mitigate losses that are a result of any matters that may give rise to a claim

11. Limitation of Liability

11.1 This Clause 11 shall limit the liability of the Parties (including employees, agents or subcontractors) to each other for any loss, damage or injury; any use or resale made by the Buyer of the Goods, commission, statement or tortious act or omission (including negligence and breach of statutory duty) arising out of this Agreement.

11.2 Subject to sub-Clause 11.4, each Party shall be liable to the other, whether in contract, tort (including negligence), restitution, or for breach of statutory duty or misrepresentation, for loss of profit, loss of goodwill, loss of business opportunity, loss of data, or corruption of any data, or consequential damage or loss that may be suffered by the other Party as a result of or in connection with this Agreement.

11.3 Nothing in this Agreement shall limit the liability of either Party to the other for fraud or fraudulent misrepresentation, or for deliberate default or wilful misconduct, or for breaches of statutory duty arising out of negligence.

11.4 Nothing in this Agreement shall limit the liability of either Party to the other for breach of the terms of the Agreement, the Sale of Goods Act 1979 or for breach of Section 2(1) of the Misrepresentation Act 1967.

11.5 Nothing in this Agreement shall limit the liability of either Party in respect of the indemnities set out in Clause 10.

11.6 Without prejudice to Clause 11.4, in the event of claims caused by causes 11.2, 11.3 or 11.4, the total liability of the Supplier (whether in contract, tort, restitution, or for breach of statutory duty or misrepresentation) shall be limited to £<<insert sum>> in respect of claims occurring in each Year.

11.7 Without prejudice to Clause 11.4, in the event of claims caused by causes 11.2, 11.3 or 11.4, the total liability of the Buyer (whether in contract, tort, restitution, or for breach of statutory duty or misrepresentation) shall be limited, in the case of unpaid invoices, together with any interest due on such invoices and all other acts or omissions under sub-Clause 7, to £<<insert sum>> for that Year.

12. Force Majeure

12.1 Neither Party to the Agreement shall be liable for any failure or delay in performing their obligations under the Agreement that is beyond their control. Such causes include, but are not limited to, war, terrorism, industrial action, failure, internet service provider failure, action has been induced by the Supplier, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party.

12.2 [In the event that a Party is unable to perform their obligations hereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party shall be entitled to terminate this Agreement by written notice to the Party.

written notice at the
Parties shall agree
delivered but not at
prior contractual co
this Agreement.]

13. Term and Termination

13.1 This Agreement shall
continue for a term
of this Clause 13.

13.2 Either Party shall h
notice period>> writ
term specified in
Agreement has be
Agreement for a fur

13.3 Either Party may te
<<insert notice pe
<<insert minimum te

13.4 Either Party may
notice to the other P

13.4.1 any sum ov
provisions of
Business Da

13.4.2 the other Pa
this Agreem
it within <<
notice givin
remedied;

13.4.3 an encumb
company, a
that other Pa

13.4.4 the other Pa
being a com
the meaning

13.4.5 the other Pa
made agains
the purposes
a manner th
bound by or
this Agreem

13.4.6 anything an
jurisdiction of

13.4.7 that other Pa

13.4.8 control of th
persons not
Agreement.
“connected
Sections 112

13.5 For the purposes of

the event of such termination, the
sole payment for any and all Goods
payment shall take into account any
in reliance on the performance of

the Commencement Date and shall
that date, subject to the provisions

by giving not less than <<insert
at any time prior to the expiry of the
any further period for which this
(to this provision) to extend this
period>>.

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

this Agreement by giving written

the other Party under any of the
not paid within <<insert period>>
payment;

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

, or where the other Party is a
of any of the property or assets of

arrangement with its creditors or,
to an administration order (within
86);

or firm, has a bankruptcy order
, goes into liquidation (except for
tion or re-construction and in such
therefrom effectively agrees to be
imposed on that other Party under

foregoing under the law of any
her Party;

to cease, to carry on business; or

ered by any person or connected
other Party on the date of this
this Clause 13, “control” and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

each shall be considered capable

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of remedy if the Party respects.

with the provision in question in all

13.6 The rights to terminate shall not prejudice any other rights of the Party concerned (if any) or

given by this Clause 13 shall not prejudice any other Party in respect of the breach

14. Effects of Termination

Upon the termination of this Agreement:

on:

14.1 any sum owing by either Party under any of the provisions of this Agreement shall be due and payable;

under any of the provisions of this Agreement shall be due and payable;

14.2 all Clauses which, either before or after the expiry or termination of this Agreement, shall remain in full force and effect;

of their nature, relate to the period after the termination of this Agreement shall remain in full force and effect;

14.3 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which existed at or before the date of termination;

right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which existed at or before the date of termination;

14.4 subject as provided in Clause 9, neither Party shall be obliged to the other;

except in respect of any accrued obligations or obligations to the other; and

14.5 each Party shall (either before or after termination) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain Confidential Information.

15. No Waiver

No failure or delay by either Party in exercising its rights shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any other provision of this Agreement.

of its rights under this Agreement shall not constitute a waiver by either Party of a breach of this Agreement or a breach of the same or any other provision of this Agreement to be a waiver of any subsequent

16. Further Assurance

Each Party shall execute all documents and things as may be necessary to carry out its obligations under this Agreement into full force and effect.

deeds, documents and things as may be necessary to carry out its obligations under this Agreement into full force and effect.

17. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

Party to this Agreement shall pay its own costs of and incidental to the preparation, execution and carrying out of this Agreement.

18. Set-Off

Neither Party shall be entitled to set-off or sums received in respect of any other agreement at any time.

in any manner from payments due to or for either Party under this Agreement or any other agreement.

19. Assignment and Sub-Contracting

19.1 [Subject to sub-Clause 19.2] Neither Party may assign, sub-licence, sub-charge or sub-contract or otherwise dispose of its obligations hereunder without the

assignment is personal to the Parties. Neither Party may assign, sub-charge (otherwise than by floating charge) or sub-licence or otherwise dispose of any of its rights hereunder, or its obligations hereunder without the

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written consent of
withheld.

consent not to be unreasonably

19.2 [The Supplier shall
it through any other
skilled sub-contract
contractor shall, for
or omission of the S

y of the obligations undertaken by
or through suitably qualified and
n of such other member or sub-
reement, be deemed to be an act

20. **Relationship of the Parties**

Nothing in this Agreement
joint venture, agency or other
contractual relationship exp

deemed to constitute a partnership,
between the Parties other than the
s Agreement.

21. **Non-Solicitation**

21.1 Neither Party shall,
period>> after its te
person who is or w
any time in relation
that Party].

ement and for a period of <<insert
loy or contract the services of any
se engaged by the other Party at
out the express written consent of

21.2 Neither Party shall,
period>> after its te
Party any customer
cause damage to
consent of that Part

ement and for a period of <<insert
cit or entice away from the other
h solicitation or enticement would
arty [without the express written

22. **Third Party Rights**

No part of this Agreement
accordingly the Contracts
Agreement.

rights on any third parties and
) Act 1999 shall not apply to this

23. **Notices**

23.1 All notices under th
if signed by, or on
notice.

writing and be deemed duly given
sed officer of the Party giving the

23.2 Notices shall be de

given:

23.2.1 when delive
registered m

ier or other messenger (including
ss hours of the recipient; or

23.2.2 when sent,
generated; c

and a successful return receipt is

23.2.3 on the fifth
ordinary mai

g mailing, if mailed by national

In each case notice
address notified to t

o the most recent postal or email

24. **Entire Agreement**

24.1 This Agreement c
respect to its subje
in writing signed by

ement between the Parties with
modified except by an instrument
representatives of the Parties.

24.2 Each Party acknow

to this Agreement, it does not rely

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on any statement,
(made innocently
Agreement, and all
common law are ex

ty, assurance or other provision
as expressly provided in this
or other terms implied by statute or
nt permitted by law.

25. **Counterparts**

This Agreement may be
Parties to it on separate co
shall be an original, but a
same instrument.

number of counterparts and by the
when so executed and delivered
either shall constitute one and the

26. **Severance**

In the event that one or m
court or other competen
unenforceable, that / those
of this Agreement. The rem

If this Agreement is found by any
lawful, invalid, void or otherwise
severed from the remainder
shall be valid and enforceable.

27. **Dispute Resolution**

27.1 The Parties shall at
Agreement through
have the authority to

dispute arising out of or relating to this
their appointed representatives who

27.2 [If negotiations un
<<insert period>> c
attempt to resolve
Dispute Resolution

do not resolve the matter within
ation to negotiate, the Parties will
th through an agreed Alternative

27.3 [If the ADR proced
within <<insert perio
not participate in
arbitration by either

27.2 does not resolve the matter
at procedure, or if either Party will
the dispute may be referred to

27.4 The seat of the arbi
The arbitration sha
Arbitration as agree
unable to agree on
may, upon giving v
Deputy President fo
the appointment of
that may be require

27.3 shall be England and Wales.
Arbitration Act 1996 and Rules for
In the event that the Parties are
Rules for Arbitration, either Party
r Party, apply to the President or
Chartered Institute of Arbitrators for
ors and for any decision on rules

27.5 Nothing in this Cla
applying to a court f

either Party or its affiliates from
f.

27.6 Nothing in this Cla
matters for Expert d

either Party from referring relevant
se 8.

27.7 The Parties hereby
dispute resolution u
Parties.

and outcome of the final method of
[not] be final and binding on both

28. **Law and Jurisdiction**

28.1 This Agreement (inc
therefrom or assoc
construed in accord

ual matters and obligations arising
governed in all respects by, and
England and Wales.

28.2 Subject to the pro

nd 27, any dispute, controversy,

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proceedings or claim
any non-contractual
therewith) shall fall
and Wales.

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relating to this Agreement (including
disputes arising therefrom or associated
jurisdiction of the courts of England

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

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

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The Goods
<<insert details>>

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The Specification
<<insert details>>

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Sale or Return Payment Schedule
<<insert details>>]

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