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PRODUCT AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Manufacturer>> of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (the “Manufacturer”)
- (2) <<Name of Reseller>> a company of <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (the “Reseller”)

WHEREAS:

- (1) The Manufacturer has developed certain products described in Schedule 1 [which it markets in the Territory as “<<insert product name>>”] and now wishes to provide white label versions thereof
- (2) The Reseller wishes to market the product in the Territory as “<<insert product name>>”, using its own branding
- (3) The Manufacturer shall provide the Reseller, applying the Reseller’s Branding thereto and shall provide the Reseller with the terms and conditions of this Agreement

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“**Additional Orders**” means orders for the product which are in addition to the orders placed upon between the Parties which are in accordance with Clause 9 and

“**Branding**” means the Reseller’s logo(s), product name and other labelling as set out in

“**Commencement Date**” means the date of the Agreement >] OR [the date of this

“**Confidential Information**” means all business, technical, financial or other information which is confidential which is created or received by the Parties in the course of fulfilling this Agreement, including the terms and conditions of this Agreement;

“Data Protection Legislation”

“Delivery Date”

“Digital Proofs”

“End-User Documentation”

“Final Artwork”

“First Level Support”

[“Manufacturer’s Label”

“Manufacturing Process”

“Packaging”

“Press Proofs”

“Price”

“Product”

“Product Warranty”

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legislation in force from time to time applicable to data protection and not limited to, the UK GDPR (the Regulation of the General Data Protection Act 1998 (679), as it forms part of the law of Scotland, and Northern Ireland by the European Union (Withdrawal) Act 2018 (and regulations

of an order from the Reseller (whether a Standard Order or a Special Order);

proofs of the Packaging designs or presentation which the Manufacturer shall submit to the Reseller for approval under sub-clauses 7.8, 7.9, 8.8 and 8.9; detailed in Schedules 5 and 6;

documentation to be supplied with the Product to be supplied to the Reseller in a digital format] including, but not limited to, the documentation as set out in Schedule 6;

to be used for the Packaging or presentation, as approved by the Reseller under sub-clauses 7.8, 7.9, 8.8 and 8.9;

of customer support provided by the Reseller to customers as defined in Schedule 10;

set out in Schedule 2 which the Reseller shall apply to the Product in accordance with the terms of this Agreement;

ing process used by the Manufacturer to manufacture the Product as set out in Schedule 3;

used for the Product, as set out in Schedule 4;

proofs of the Packaging designs or presentation which the Manufacturer shall submit to the Reseller for approval under sub-clauses 7.8, 7.9, 8.8 and 8.9; detailed in Schedules 5 and 6;

price (per unit) as set out in Schedule 7;

described in Schedule 1 which the Reseller shall provide to the Reseller in accordance with the conditions of this Agreement;

warranty provided by the Reseller in accordance with Clause 17 and Schedule 12;

“Quality Control Tests”

“Repair Documentation”

“Second Level Support”

“Specification”

“Standards”

“Standard Orders”

“Sub-Standard Units”

“Territory”

“Term”

“Third Level Support”

“Training”

1.2 Unless the context of

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y>>, within which the Reseller
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Agreement, as defined in Clause
to the Initial Term and subsequent

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e provided to the Reseller by the
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reference in this Agreement to:

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

this Agreement and each of the
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ement;

ce to a Clause of this Agreement
agraph of the relevant Schedule;

parties to this Agreement.

- 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.

2. Nature of Agreement – Exclusive

- 2.1 The Manufacturer shall supply the Product to the Reseller on [a non-exclusive] **OR** [an exclusive] basis.
- 2.2 The Reseller shall source the Product from the Manufacturer on [a non-exclusive] **OR** [an exclusive] basis.

3. Product Specification

- 3.1 The Specification, whether written or verbal, upon which the Parties agree, shall be that set out in Schedule 1.
- 3.2 The Manufacturer shall ensure that the quality, form, fit, function, design or appearance of the Product conforms to the Specification without the prior written approval of the Reseller.
- 3.3 In the event that the Manufacturer proposes to make any changes to the Product or to the Specification, the Manufacturer shall give written notice of the same, setting out in detail the proposed changes, to the Reseller at least <<insert period>> prior to the date on which the changes are to take effect.
- 3.4 [If the Reseller does not give written notice under sub-Clause 3.3, the Reseller shall have the right to require the Manufacturer to continue producing the Product in accordance with the original Specification for the remainder of the Term of this Agreement.]

OR

[If the Reseller does not give written notice under sub-Clause 3.3, the Reseller shall use their reasonable endeavours to reach an agreement with the Manufacturer. If the Parties are unable to reach an agreement, the Reseller shall have the right to terminate this Agreement, such termination shall be effective on the date that the Manufacturer ceases to supply the Product in its original form to the Reseller.]

OR

[If the Reseller does not give written notice under sub-Clause 3.3, the Reseller shall have the right to terminate this Agreement, such termination shall be effective on the date that the Manufacturer ceases to supply the Product in its original form to the Reseller.]

- 3.5 The Manufacturer shall ensure that the quality, form, fit, function, design or appearance of the Product conforms to the Specification without the prior written approval of the Reseller.

3.6 In the event that the Manufacturer makes any material changes to the sources, types or quantities of materials and components used in the manufacture of the Product, the Manufacturer shall provide a written notice of the changes to the Reseller at least << 30 days before the date on which it wishes those changes to take effect.

3.7 If a change under sub-Clause 3.6 is necessitated by an event beyond the control of the Manufacturer, not limited to, the inability of a supplier to deliver the materials and components or the cessation of a supplier's business, the Manufacturer shall have the right to make such changes without prior notice, using its reasonable endeavours to find suitable substitutes which do not adversely affect the quality, form, fit, function and appearance of the Product and shall inform the Reseller of such changes.

3.8 [If the Reseller does not agree to the material changes described in the Manufacturer's sub-Clause 3.6, it shall have the right to require the Manufacturer to produce the Product to the original Specification for the Product.]

OR

[If the Reseller does not agree to the material changes described in the Manufacturer's sub-Clause 3.6, the Parties shall use their reasonable endeavours to agree on a new specification. If the Parties are unable to agree on a new specification, the Reseller shall have the right to terminate this Agreement and the Manufacturer shall be obliged to become effective on the date that the Manufacturer delivers the Product in its original form to the Reseller.]

OR

[If the Reseller does not agree to the material changes described in the Manufacturer's sub-Clause 3.6, the Reseller shall have the right to terminate this Agreement and the Manufacturer shall be able to deliver the Product in its original form to the Reseller.]

4. **Application of Branding**

4.1 The Manufacturer shall apply the Branding to the Product in accordance with the specifications set out in Schedule 2.

4.2 The Manufacturer shall apply the Branding to the Packaging in accordance with the specifications set out in Schedule 2.

4.3 The Manufacturer shall apply the Branding to the End-User Documentation in accordance with the specifications set out in Schedule 2.

4.4 [The Manufacturer shall apply the Manufacturer's Label to the Product in accordance with the specifications set out in Schedule 2.]

5. **Manufacture, Standards and Quality**

5.1 The Manufacturer shall manufacture the Product in order to deliver such

- quantities as are ordered in accordance with Clause 9.
- 5.2 The Manufacturer shall ensure the Product is manufactured in accordance with the Standards set out in the Agreement.
- 5.3 The Manufacturer shall ensure the Product and the processes used to manufacture it are in compliance with applicable national and international laws and regulations.
- 5.4 The Manufacturer shall ensure the Product is subjected to, and passes, the agreed Quality Control Tests. Any units which fail the Quality Control Tests shall be repaired, rebuilt, as appropriate, or replaced.
- 5.5 [The Reseller may, at its discretion, require additional quality control tests to be carried out by a third party. The outcome of such tests shall be communicated to the Reseller. In the event that the Product fails such tests, the Parties shall agree, in writing, on reasonable endeavours to reach an agreement to amend the Manufacturing Process and/or Manufacturing Process accordingly, however, the Reseller shall incur no liability and the Reseller shall not have the right to return the Product if the Product so tested has already passed the Quality Control Tests.]
- 5.6 The Manufacturer shall ensure the Product is manufactured in accordance with the Manufacturing Process set out in the Agreement.
- 5.7 In the event that the Manufacturer wishes to change the Manufacturing Process in any material way, it shall give written notice to the Reseller at least <<insert period>> prior to the change. The Reseller shall have the right to reject the changes and any effects the same shall have upon the Product. The Reseller shall mean any change which has the potential to effect (adversely or otherwise) the quality, performance, safety, design or appearance of the Product.
- 5.8 The Reseller may, at its discretion, require the Manufacturer to <<insert Product manufacture location e.g. premises>> at any time during the <<insert business hours>> in order to inspect the same Manufacturing Process.
- 6. Rejection and Return**
- 6.1 In the event that the Reseller reasonably determines that the Product is defective, it shall have the right to withhold payment for the Product and to return the Product to the Manufacturer immediately. The right to withhold payment shall be subject to the Manufacturer's agreement to replace the Product in accordance with the Sub-Standard Unit.
- 6.2 Upon being informed of the defect, the Manufacturer shall, at its sole expense, arrange to replace the Product with the Sub-Standard Units.
- 6.3 In the event that the Reseller returns the Product to the Manufacturer, the Manufacturer shall make payment for the Sub-Standard Units equal to that paid for the Sub-Standard Units.
- 6.4 In the event that the Reseller returns the Product to its customers it shall, at its sole expense, issue a replacement Product to the Manufacturer and at the expense of the Manufacturer, provide replacement Product to all affected customers and the Reseller shall, on the return of the Sub-Standard Unit or to the Reseller.

- 6.5 In the event that it is determined that the Product presents a risk to health and safety:
- 6.5.1 the Party who is aware of such risk shall issue an immediate recall of the Products which have been sold by the Reseller, provide notice of the risk(s) posed and the reasons therefor;
- 6.5.2 the Reseller shall remove all stocks of the Product from sale; and
- 6.5.3 the Manufacturer shall recall the Product from the Reseller.
- 6.6 All matters pertaining to recall and compensation shall be addressed in accordance with the provisions of Schedule 14.

7. Packaging

- 7.1 The Manufacturer shall package the Product in accordance with the specifications set out in Schedule 5.
- 7.2 The Manufacturer shall supply the designs shown in Schedule 5.
- 7.3 The Packaging shall comply with all applicable laws and regulations. Where any notices, instructions or warnings are required on the Packaging under the laws of the Territory, the Manufacturer shall ensure that the same are applied. In the event that the designs in Schedule 5 do not incorporate such notices, instructions or warnings, the Manufacturer shall inform the Reseller and shall submit revised designs incorporating the same to be approved by the Reseller. The Manufacturer shall be liable for any delay caused by the failure to submit revised designs.
- 7.4 Unless its inclusion is required by law, the Manufacturer's name shall not appear on the Packaging.
- 7.5 Prior to the commencement of production, the Manufacturer shall submit to the Reseller Digital Proofs in the <<insert file format(s) e.g. Adobe PDF, Adobe Illustrator, etc.>> format(s). The content of such Digital Proofs shall be as set out in Schedule 5.
- 7.6 The Reseller shall approve the Digital Proofs and submit its approval or a specification of required revisions to the Manufacturer, as appropriate, within <<insert period>> days of receipt of the Digital Proofs. In the event that revisions are required, the Manufacturer shall make such revisions and submit revised Digital Proofs to the Reseller for approval.
- 7.7 Upon the Reseller's approval of the Digital Proofs, the Manufacturer shall submit to the Reseller Press Proofs for approval. The content of such Press Proofs shall be as set out in Schedule 5.
- 7.8 The Reseller shall approve the Press Proofs and submit its approval or a specification of required revisions to the Manufacturer, as appropriate, within <<insert period>> days of receipt of the Press Proofs. In the event that revisions are required, the Manufacturer shall make such revisions and submit revised Press Proofs to the Reseller for approval.
- 7.9 Only upon the Reseller's approval of the Press Proofs shall production of the Product commence.

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Following the Reseller's approval of the Digital Proofs, the Manufacturer may not make any modifications to the Digital Proofs without the Reseller's express written permission.

7.10 The Manufacturer shall ensure that the Packaging is produced in accordance with the Final Artwork. If the Manufacturer subsequently changes the Packaging (whether single units or multiples thereof) and the Reseller of the same, the Manufacturer shall inform the Reseller of the same.

7.11 In the event of discrepancy between the Packaging and the Final Artwork, the Reseller, upon notification of accepting the same and allowing the sale of the Product, may require the Manufacturer to repackage the Product in conforming Packaging. Any expenses incurred by the Manufacturer in complying with the requirements of this sub-Clause 7.11 shall be borne by the Manufacturer.

7.12 The costs of production of the Packaging under this Clause 7, including revisions requested by the Reseller, shall be borne exclusively by the Manufacturer.

8. End-User Documentation

8.1 The Manufacturer shall provide the End-User Documentation in accordance with the specifications set out in Schedule 6.

8.2 The Manufacturer shall ensure that the Branding into the End-User Documentation in accordance with the specifications set out in Schedule 6.

8.3 The Reseller shall have the right to incorporate additional or alternative material of its own into the End-User Documentation. The Manufacturer shall incorporate such material into the End-User Documentation within a reasonable time following the Reseller's request and at the [Manufacturer's] OR [Reseller's] expense. All intellectual property rights subsisting in the End-User Documentation shall remain vested in the Reseller.

8.4 The Manufacturer shall grant the Reseller a royalty-free, non-exclusive, non-transferable license to use, copy, and distribute the End-User Documentation in both electronic and printed form.

8.5 The Manufacturer shall provide the End-User Documentation with each Product and shall provide an electronic copy of the End-User Documentation in a searchable format (e.g. Adobe PDF) to the Reseller, which the Reseller shall make available to its customers free of charge via its website at <<insert website address>>.

8.6 Prior to the commencement of the Reseller's sales, the Manufacturer shall submit to the Reseller the End-User Documentation in the <<insert file format(s) e.g. Adobe PDF etc.>> format(s). The content and format of the End-User Documentation shall be specified in Schedule 6.

8.7 The Reseller shall provide a specification of required revisions to the Manufacturer, and submit its approval or a copy of the revised Digital Proofs to the Manufacturer, as appropriate. The Manufacturer shall make such revisions and submit revised Digital Proofs to the Reseller within <<insert period>> of the Reseller's request.

8.8 Upon the Reseller's approval of the Digital Proofs, the Manufacturer shall submit the End-User Documentation to the Reseller.

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Order or cancel it in accordance with the provisions of Clause 10.

- 9.7 The Standard Order shall be placed at a <<insert interval e.g. monthly, bi-monthly, quarterly or as determined in the discretion of the [Reseller] OR [Manufacturer]] OR as determined by the Parties from time to time]. Any changes made to the Standard Order shall be evidenced in writing, shall be binding upon the Parties and shall form part of this Agreement.

10. Cancellation of Orders

- 10.1 The Reseller shall have the right to cancel any Additional Order at any time prior to the Delivery Date. The right to cancel under this sub-Clause 10.1 shall be subject to the provisions of sub-Clause 10.2.]
- 10.2 [The following provisions shall apply to the cancellation of Additional Orders]
- 10.2.1 If the Reseller cancels an Additional Order more than <<insert time period>> prior to the Delivery Date, no sums shall be payable in respect of the cancelled Additional Order.
- 10.2.2 If the Reseller cancels an Additional Order less than <<insert time period>> prior to the Delivery Date, <<insert sum, e.g. X% per Product unit>> shall be payable by the Reseller in respect of the cancelled Additional Order.
- 10.2.3 If the Reseller cancels an Additional Order less than <<insert time period>> prior to the Delivery Date, <<insert sum, e.g. X% per Product unit>> shall be payable by the Reseller in respect of the cancelled Additional Order.
- 10.2.4 If the Reseller cancels an Additional Order less than <<insert time period>> prior to the Delivery Date, <<insert sum, e.g. X% per Product unit>> shall be payable by the Reseller in respect of the cancelled Additional Order.

11. Price and Payment

- 11.1 The Price payable for the Product to the Manufacturer shall be that set out in Schedule 8.
- 11.2 [The Price shall, with effect from the date of the first order, be subject to certain discounts which are set out in Schedule 8.]
- 11.3 The Price shall be <<insert interval e.g. monthly, bi-monthly, quarterly etc.>> basis. Any changes made to the Price shall be evidenced in writing, shall be binding upon the Parties and shall form part of this Agreement.
- 11.4 The Price shall be exclusive of any [insert type of tax] of Value Added Tax and any other tax or levies payable by the Parties.
- 11.5 The Price shall be [insert type of cost] of the costs of storage, insurance and transportation. The costs shall be borne by the [Manufacturer] OR [Reseller].
- 11.6 The Manufacturer shall deliver the Product to the Reseller with each shipment of Product.

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11.7 The Reseller warrants that the balance of any and all invoices received within <<insert>> days of the date of receipt of the invoice shall be paid in full hereof.

11.8 In the event that the Reseller fails to pay the sum due to the Manufacturer on the due date any sum which is due shall be entitled to charge interest on the sum due in full, both before and after any judgment, at <<insert>> per annum over the <<insert bank>>.

11.9 Notwithstanding the above, the Manufacturer shall be entitled to suspend the supply of the Product with Clause 23 in force for a period greater than 30 days if sums remain unpaid for any period of 30 days. **OR** [any sums due under this Agreement are not to be set off against any sums payable by the Reseller to the Manufacturer.]

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12. Risk and Retention of Title

12.1 Risk of damage to or loss of the Product shall pass to the Reseller at the time of delivery which shall be deemed to have taken place>> or, if the Reseller fails to take delivery of the Product, at the time when the Manufacturer delivers the Product.

12.2 Notwithstanding delivery of the Product, the Reseller shall retain legal and beneficial title therein until payment in full for the Product has been made by the Reseller to the Manufacturer. The Reseller shall remain responsible for the Product until payment for those sums due under the provisions of Clause 11.

12.3 Until payment has been made in full to the Manufacturer in accordance with Clause 11, title in the Product shall remain with the Manufacturer. The Reseller shall be in possession of those Products as bailee for the Manufacturer. The Reseller shall store the Product separately, in an identifiable and secure manner, and shall ensure that they are insured against all reasonable risks.

12.4 In the event that the Reseller transfers the Product to a third party before legal title has passed to the Reseller, the Reseller shall be responsible for the proportion of the price of the Product which are due to the Manufacturer on the Reseller's behalf. The Reseller shall ensure that such sums are held by the Reseller, and are in no way mixed with, any other monies held on the Reseller's behalf. The Reseller shall ensure that all moneys held on the Reseller's behalf are held in a separate bank account.

12.5 The Reseller shall not be entitled to set off or in any way charge by way of set off any sums due to the Reseller by the Manufacturer against any sums owing by the Reseller to the Manufacturer. The Reseller shall not be entitled to any other right or remedy of the Manufacturer in respect of the Product payable.

12.6 The Manufacturer shall retain title to the Product in which it retains title without the Reseller irrevocably authorises the Manufacturer to enter the Reseller's premises during normal business hours for the purpose of repossessing the Product in which the Manufacturer retains title or for the purpose of inspecting the Reseller's compliance with the provisions of sub-Clause 12.3.

12.7 The Reseller's right to possession of the Product in which the Manufacturer retains title shall terminate on the date of payment in full to the Manufacturer.

12.7.1 the Reseller shall be deemed to have committed a material breach of its obligations under this Agreement if it fails to comply with the provisions of sub-Clause 12.3.

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12.7.2 the Reseller
Insolvency Act
its creditors;

arrangement under Part 1 of the
scheme or arrangement is made with

12.7.3 the Reseller
advantage of
debtors;

effect of a bankruptcy order or takes
provision for the relief of insolvent

12.7.4 the Reseller
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on, has a receiver, manager,
ever appointed in respect of its
thereof, any documents are filed
an administrator in respect of the
nt an administrator is given by the
a qualifying floating charge holder
chedule B1 of the Insolvency Act
tion presented to any court for the
granting of an administration order
ceedings are commenced relating
cy of the Reseller.

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13. **Manufacturer's Intellectual**

13.1 The Manufacturer v
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in the Product and a

that it owns all intellectual property
designs and patents which subsist
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13.2 The Manufacturer
rights including, but
in Digital Proofs,
Documentation sup

ership of all intellectual property
designs and patents which subsist
proofs, Packaging and End-User
r under this Agreement.

13.3 The Manufacturer's
extend to any part
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Branding.

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therein which is the intellectual
include, but not be limited to, the

13.4 The Manufacturer v
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shall provide reasonable assistance
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13.7 The Manufacturer
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Reseller for any prior agreed
legal costs) incurred by the Reseller
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13.8 The Manufacturer s
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14. Reseller's Intellectual Property

- 14.1 The Reseller warrants that it owns all intellectual property rights including, but not limited to, copyright, designs and trade mark registrations which it has obtained and all relevant consents or permissions required in order to apply the same to the Product and End-User Documentation.
- 14.2 The Reseller warrants that it has obtained any and all relevant consents or permissions required in order to apply the same to the Product and End-User Documentation.
- 14.3 The Reseller grants a non-exclusive licence to use the Branding solely for fulfilling its obligations under this Agreement. The Reseller shall not use the Branding for any other purposes without the written consent of the Reseller.
- 14.4 The Manufacturer shall not use any mark which, in the Manufacturer's reasonable opinion, is identical or similar to that/those belonging to the Reseller without the written consent of the Reseller.
- 14.5 The Manufacturer shall not use the Reseller's ownership of the Reseller's trade mark(s), nor the Reseller's Branding which may affect the validity or integrity of the Reseller's trade mark(s).
- 14.6 The Manufacturer shall not produce, sell or otherwise distribute the Product bearing the Reseller's Branding without the written consent of the Reseller.
- 14.7 In the event that the Manufacturer is aware of any infringement of the Reseller's intellectual property by a third party, it shall promptly inform the Reseller of the infringement and provide reasonable assistance to the Reseller in the co-ordination of any proceedings against such third party.
- 14.8 The Reseller shall be responsible for any prior agreed reasonable costs (including legal costs) incurred by the Manufacturer in relation to the proceedings under sub-Clause 14.7.
- 14.9 The Reseller shall be responsible for any claims or proceedings under this Clause 14 and shall be entitled to any and all sums recovered from a third party in such circumstances.

15. Customer Support

- 15.1 The Reseller shall provide First Level Support to its customers with respect to the Product.
- 15.2 In the event that a customer's support request, having had First Level Support, it shall refer the request to Third Level Support which shall be provided by the Manufacturer.
- 15.3 The Manufacturer shall provide Third Level Support to its customers. Third Level Support shall be provided by the Manufacturer to the Reseller. It shall be the Reseller's obligation to convey the relevant information to the Manufacturer in relation to any given Third Level Support matter.

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- 15.4 The Reseller shall not provide any personal data or special category personal data (as defined in the GDPR) to the Manufacturer. Third party data shall be provided anonymously by means of <<insert method>> in a way that the individual customer cannot be identified.
- 15.5 The Reseller shall provide support requests to the Manufacturer using <<insert method>> or a dedicated support system (you may wish to define this further).
- 15.6 The Manufacturer shall endeavour to respond to all Third Level Support requests <<insert method>> of receipt of the same and shall do so using <<insert method>>, web-based support system (you may wish to define this further).

16. Repairs

- 16.1 The Manufacturer shall provide a warranty for any Product which is returned to the Reseller by its customer.
- 16.2 In the event that the need of repair, it shall be provided to the Manufacturer by means of <<insert delivery method>> and accompanied by the required Repair Documentation.
- 16.3 The Reseller shall not provide any personal data or sensitive personal data (as defined in the GDPR) to the Manufacturer. Product to be repaired shall be identified <<insert method>> anonymously by means of <<insert method>> in a way that the individual customer cannot be identified. In the event that additional information relating to the Product is required by the Manufacturer, it shall submit a request for such information from the Reseller who shall request that information from the customer.
- 16.4 The Manufacturer shall endeavour to repair all Product returned to the Reseller within <<insert period>> of receipt of the Product from the Reseller.
- 16.5 In the event that the repair is delayed for more than <<insert period>> for any reason, the Manufacturer shall inform the Reseller of such delay and the reasons for the delay.
- 16.6 Following the completion of the repair, the Manufacturer shall return the Product to the Reseller by <<insert delivery method>>, along with the required Repair Documentation.
- 16.7 If a Product returned for repair proves to be irreparable, the Manufacturer shall provide a replacement of the same, providing details of the reasons for irreparability.
- 16.8 If a Product repair or replacement of an irreparable Product fall within the terms of the Product Warranty, such repair or replacement shall be borne solely by the Manufacturer.
- 16.9 If a Product repair or replacement of an irreparable Product does not fall within the terms of the Product Warranty, the cost of such repair or replacement shall be borne by the Manufacturer or the Reseller's customer, as appropriate.
- 16.10 The provisions of this clause shall be subject to the provisions of Clause 6.

17. Product Warranty

- 17.1 The Manufacturer shall last for a period of <<insert time, e.g. date of delivery to the Reseller's customer etc.>>.
- 17.2 During the term of the Warranty the Manufacturer shall repair or replace defective Products or replace defective Parts or Components. Any parts or Products which are replaced shall become the property of the Manufacturer upon replacement.
- 17.3 If the Manufacturer's replacement is not in the same condition in which it was received, the Manufacturer shall be responsible for the cost of the replacement.
- 17.4 The Product Warranty shall not cover Products which are damaged or rendered defective by misuse, deliberate misuse, accidental damage or service by a third party that is not expressly authorised to carry out such work.
- 17.5 The Manufacturer does not warrant the Product nor make any representation in respect of the Product.

18. Training

- 18.1 The Manufacturer shall provide training to the Reseller (and the relevant employees thereof) in accordance with the training specification set out in Schedule 13.
- 18.2 The Training shall be provided at the location set out in Schedule 13 at the times and dates set out in Schedule 13.
- 18.3 The costs of Training shall be borne by the [Manufacturer] OR [Reseller]. Associated costs including travel and accommodation shall be borne by the [Manufacturer].

19. Manufacturer's Warranties

- The Manufacturer hereby warrants that:
- 19.1 the Product, the Packaging and the End-User Documentation do not infringe any rights belonging to any third party;
- 19.2 it has title to the Product, the Packaging and the End-User Documentation and shall comply with the same to the Reseller in accordance with this Agreement;
- 19.3 it has the right to enter into this Agreement;
- 19.4 it shall comply with the terms of this Agreement.

20. Reseller's Warranties and

- The Reseller hereby warrants that:
- 20.1 it has the right to enter into this Agreement;
- 20.2 the Branding does not infringe any rights belonging to any third party;

- 20.3 it has title to the B with this Agreement
- 20.4 it shall use its reasonableness to comply with the terms and conditions of this Agreement.

21. Indemnity

- 21.1 The Manufacturer shall indemnify and hold harmless the Reseller against any claim, loss, damage, cost, or expense arising, directly or indirectly, from any breach or non-performance by the Manufacturer of its undertakings or warranties as set out in this Agreement.
- 21.2 The Reseller shall indemnify and hold harmless the Manufacturer against any claim, loss, damage, cost, or expense arising, directly or indirectly, from any breach or non-performance by the Reseller of any undertakings or warranties as set out in this Agreement.
- 21.3 The indemnities set out in 21.1 and 21.2 shall apply provided that
- 21.3.1 notify the indemnifying party as is reasonably possible of any claim, loss or damage;
- 21.3.2 consult the indemnifying party as to the action to be taken in dealing with any such claim, loss or damage;
- 21.3.3 make no agreement to settle any claim, loss or damage without the prior written consent of the indemnifying party for the payment of any sum by the indemnifying Party, such agreement not to be unreasonably withheld or delayed.

22. Confidentiality

- 22.1 Both the Manufacturer and the Reseller shall undertake that, except as provided by sub-Clause 22.2 or otherwise agreed in writing by the other, it shall at all times during the continuance of this Agreement and [for <<insert period>>] after its termination:
- 22.1.1 keep confidential all Confidential Information;
- 22.1.2 not disclose Confidential Information to any other party;
- 22.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
- 22.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;
- 22.1.5 ensure that its directors, officers, employees, agents or advisors do not disclose Confidential Information, if done by that Party, would be in breach of the provisions of clauses 22.1.1 to 22.1.4.
- 22.2 Subject to sub-Clause 22.1, either Party may disclose any Confidential Information to:
- 22.2.1 any of their suppliers;
- 22.2.2 any governmental, regulatory or regulatory body; or

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22.2.3 any of their sub-Clauses or those of any party described in

22.3 Disclosure under s necessary for the p law. In each case Confidential Inform described in sub-Cl a body, the disclos written undertaking confidential and to made.

22.4 Either Party may us it to any other party knowledge through

22.5 When using or disc disclosing Party m Confidential Informa knowledge.

22.6 The provisions of t their terms, notwith continue in force in accordance with of this Agreement for any reason.

23. Term and Termination

23.1 This Agreement sh continue in force fo otherwise terminate e Commencement Date and shall term>> (the "Initial Term") unless Clause 23.

23.2 The Term may be this Agreement for Term") upon the mu insert term>> (each a "Renewal ies.

23.3 Either Party may re the Initial Term or th written notice is giv current term. his Agreement at the end of either Term for any reason provided that od>> before the end of the then-

23.4 Notwithstanding su Agreement immedia rty has the right to terminate this ne other:

23.4.1 has commit breach is c immediately the breach v of this Agreement, unless such hich case the right to terminate e other Party has failed to remedy after a written notice to do so;

23.4.2 has an enc receiver app ion, or (being a company) has a s or property;

23.4.3 holds a m arrangement same (inclu Insolvency A administrati or proposes, enters into any sition with or for the benefit of the rangement as defined by the ompany), becomes subject to an ing of the Insolvency Act 1986);

23.4.4 has (being a (being a co amalgamatio company re ankruptcy order made against it or ation (except for the purposes of nd in such a manner that the vely agrees to be bound by or

- assume the
or
- 23.4.5 ceases, or the
- 23.5 Sub-Clause 23.4 shall not apply to anything analogous to any of the provisions of the law of any jurisdiction.
- 23.6 Any and all obligations shall survive termination or expiration of this Agreement.
24. **Notice**
- 24.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by the Party or by a duly authorised officer thereof, as appropriate.
- 24.2 Notices shall be deemed duly given:
- 24.2.1 when delivered to the recipient's registered mail address during business hours of the recipient; or
- 24.2.2 when sent, by email or e-mail and a successful transmission is generated; or
- 24.2.3 on the fifth business day following the date of mailing, if mailed by national ordinary mail; or
- 24.2.4 on the tenth business day following the date of mailing, if mailed by airmail, postage prepaid.
- 24.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address or notified to the other Party.
25. **Force Majeure**
- Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party, including but not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of God, governmental action or any other event that is beyond the control of the Parties.
26. **No Waiver**
- The Parties agree that no failure to enforce the performance of any provision in this Agreement shall constitute a continuing waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not constitute a subsequent breach and shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement.
27. **Severance**
- The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall nevertheless remain enforceable, and the remaining provisions of this Agreement shall remain enforceable.

provisions shall be deemed to be the entire agreement between the Parties with respect to the matter of this Agreement and shall supersede all previous agreements, understandings or arrangements relating thereto.

remainder of this Agreement. The remainder of this Agreement shall be null and void and unenforceable.

28. Entire Agreement

28.1 This Agreement sets out the entire agreement between the Parties with respect to the matter of this Agreement and shall supersede all previous agreements, understandings or arrangements relating thereto.

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28.2 Neither Party shall be bound by any agreement, understanding or arrangement, express or implied, which is not expressly set out in this Agreement.

28.2 Neither Party shall be bound by any agreement, understanding or arrangement, express or implied, which is not expressly set out in this Agreement.

28.3 Notwithstanding the foregoing, nothing in this Agreement shall restrict or limit the remedies which may arise out of any fraudulently or out of any other act of bad faith.

28.3 Notwithstanding the foregoing, nothing in this Agreement shall restrict or limit the remedies which may arise out of any fraudulently or out of any other act of bad faith.

28.4 This Agreement shall be amended only by such amendment or amendments executed by both Parties.

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29. Law and Jurisdiction

29.1 This Agreement (including all matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

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29.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including all matters and obligations arising therefrom or associated therewith) shall be referred to and determined by the courts of England and Wales.

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IN WITNESS WHEREOF this Agreement has been executed and signed before written

executed the day and year first

SIGNED by
<<Name and Title of person signing for and on behalf of <<Manufacturer's Name>>>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of person signing for and on behalf of <<Reseller's Name>>>>

In the presence of
<<Name & Address of Witness>>

The Product

Description

<<Insert a general description of the product

Specification

<<Insert the detailed specification of the product

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that will be applied to the Product,

etc. that will be applied to the

c. that will be applied to the End-User Documentation>>

(s), label(s) etc.>>

Manufacturing Standards & Quality Control

Predefined Standards

<<Insert details of standards that are predefined by the Manufacturer>>

Agreed Standards

<<Insert details of any additional standards agreed between the Manufacturer and the Reseller>>

Quality Control

<<Insert details of any quality control measures agreed between the Manufacturer and the Reseller>>

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Manufacturing Process

<<Insert details of the Manufacturing Process>>

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Packaging

Details & Design

<<Insert details of the Packaging information etc.>>

Digital Proofs

<<Insert details of the Digital Proofs etc.>>

Press Proofs

<<Insert details of the Press Proofs etc.>>

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End-User Documentation

Reference Copy / Contents

<<Insert a reference copy of the End-User Documentation>>

Specifications

<<Insert a detailed specification of the End-User Documentation including sizes, colours etc.>>

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Orders

Standard Order Schedule

<<Insert a detailed order and delivery schedule, dates, delivery methods etc.>>

Standard Orders including quantities,

Additional Orders

<<Insert details of Additional Orders, quantities, Manufacturer etc.>>

format, information required by the

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Price

Pricing

<<Insert details of Product pricing including suggested and recommended retail prices etc.>>

Discounts

<<Insert details of any relevant discounts and offers>>

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Manufacturer's Intellectual Prop
<<Insert details of the intellectual
registered designs, patents etc.>>

e Manufacturer including details of

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Customer Support

First Level Support

<<Insert details of the First Level support provided by the Reseller including details of staff responsible, type of support provision etc.>>

Second Level Support

<<Insert details of the Second Level support provided by the Reseller including details of staff responsible, type of support provision etc.>>

Third Level Support

<<Insert details of the Third Level support provided by the Manufacturer including details of staff responsible, type of support provision etc.>>

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Repairs

Reseller's Repair Documentation

<<Insert details of the Repair Documentation to be sent to the Manufacturer>>

The Reseller is required to send to the

Manufacturer's Repair Documentation

<<Insert details of the Repair Documentation to be sent to the Reseller>>

The Manufacturer is required to send to

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Product Warranty

<<Insert specific details of the Product Warranty by the Manufacturer>>

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Training

Training Content

<<Insert details of the content of the Training, topics to be addressed, staff to whom the Training applies etc.>>

Training Schedule

<<Insert details of the date(s), time and location at which the Training will be provided on/at>>

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SCHEDULE 14

Product Liability

<<Insert details of the agreed division of responsibility between the Parties>>

Insurance

<<Insert full details of any and all insurance policies held by the Parties in relation to the Product>>

Compensation

<<Insert details of the responsibility for compensation under sub-Clause 6.5>>

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