

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Manufacturer> under number <<Compar <<Registered Office>> (the
- (2) <<Name of Reseller>> a of number <<Company Reserved Office>> (the

WHEREAS:

- (1) The Manufacturer has dev markets in the Territory as white label versions thereor
- (2) The Reseller wishes to ma product name>>', using its
- (3) The Manufacturer shall pro Branding thereto and shal terms and conditions of this

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Additional Orders"

"Branding"

"Commencement Date"

"Confidential Information"



d in <<Country of Registration>> >> whose registered office is at

<Country of Registration>> under whose registered office is at

described in Schedule 1 [which it e>>'] and now wishes to provide

roduct in the Territory as '<<insert

Reseller, applying the Reseller's items and services set out in the

therwise requires, the following

roduct which are in addition to the d upon between the Parties which dance with Clause 9 and

Reseller's logo(s), product and other labelling as set out in

] OR [the date of this

ness, technical, financial or other confidential which is created or e Parties in the course of fulfilling this Agreement, including the tence 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"

gislation in force from time to time applicable to data protection and ot limited to, the UK GDPR (the h of the General Data Protection 679), as it forms part of the law of otland, and Northern Ireland by e European Union (Withdrawal) tection Act 2018 (and regulations e of an order from the seller (whether a Standard Order roofs of the Packaging designs or tation which the Manufacturer eller for approval under subdetailed in Schedules 5 and 6; cumentation to be supplied with led to the Reseller in a ic format] including, but not limited as set out in Schedule 6;

s to be used for the Packaging or tation, as approved by the uses 7.8, 7.9, 8.8 and 8.9;

of customer support provided by mers as defined in Schedule 10;

It in Schedule 2 which the ly to the Product in accordance

ng process used by the acture the Product as set out in

sed for the Product, as set out in

oofs of the Packaging designs or tation which the Manufacturer eller for approval under subdetailed in Schedules 5 and 6;

e (per unit) as set out in Schedule

cribed in Schedule 1 which the ice and provide to the Reseller nditions of this Agreement;

ranty provided by the tin 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

- 1.2.1 "writing", an communicat similar mear
- 1.2.2 a statute or provision as
- 1.2.3 "this Agreer Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or t











ol tests agreed between the chedule 3;

which shall accompany a Product Manufacturer for repair as

l of customer support provided by mers as defined in Schedule 10;

n of the Product as set out under n Schedule 1;

et out in Schedule 3 including, but defined by national and ons and those agreed between

e Product which have been arties and detailed in Schedule 7;

Product which do not meet the of which the Reseller is entitled to Manufacturer in accordance with

y>>, within which the Reseller ute the Product [and within which ets and distributes the Product];

Agreement, as defined in Clause the Initial Term and subsequent

customer support provided by Reseller as defined in Schedule

e provided to the Reseller by the din Schedule 13.

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

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

this Agreement and each of the need at the relevant time;

ement;

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

parties to this Agreement.

- 1.3 The headings used no effect upon the i
- 1.4 Words imparting the
- 1.5 References to any g

2. Nature of Agreement – Ex

- 2.1 The Manufacturer exclusive] OR [an e
- 2.2 The Reseller shall exclusive] OR [an e

3. **Product Specification**

- 3.1 The Specification, v set out in Schedule
- 3.2 The Manufacturer s or appearance of the approval of the Res
- 3.3 In the event that the or to the Specificati in detail the propose to the date on which
- 3.4 [If the Reseller doe notice under sub-Cl to continue produ remainder of the Te

OR

[If the Reseller does notice under subendeavours to reac unable to reach an this Agreement, su Manufacturer cease Reseller.]

OR

[If the Reseller does notice under sub-Cl Agreement, such Manufacturer cease Reseller.]

3.5 The Manufacturer grade/quality of ma Product where such appearance of the F

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r convenience only and shall have ement.

clude the plural and vice versa. other gender.

uct to the Reseller on [a non-

m the Manufacturer on [a non-

upon by the Parties, shall be that

es to the form, fit, function, design cification without the prior written

make any changes to the Product ten notice of the same, setting out ler at least <<insert period>> prior to take effect.

es proposed in the Manufacturer's e right to require the Manufacturer ne original Specification for the

es proposed in the Manufacturer's es shall use their reasonable w specification. If the Parties are r shall have the right to terminate he effective on the date that the e Product in its original form to the

es proposed in the Manufacturer's nall have the right to terminate this effective on the date that the e Product in its original form to the

anges to the sources, types or used in the manufacture of the uality, form, fit, function, design or written approval of the Reseller.

- 3.6 In the event that the sources, types or manufacture of the written notice of the Reseller at least << changes to take effe
- 3.7 If a change under control of the Man supplier to deliver t of a supplier's busi changes without pri to find suitable subquality, form, fit, fu inform the Reseller
- 3.8 [If the Reseller doe in the Manufacture require the Manufa Specification for the

OR

[If the Reseller doe in the Manufacturer reasonable endeav Parties are unable terminate this Agre that the Manufactur form to the Reseller

OR

[If the Reseller doe in the Manufacture the right to terminat the date that the M original form to the

4. Application of Branding

- 4.1 The Manufacturer s the specifications set
- 4.2 The Manufacturer with the specificatio
- 4.3 The Manufacturer s accordance with the
- 4.4 [The Manufacturer accordance with the

5. Manufacture, Standards a

5.1 The Manufacturer

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make any material changes to the Is and components used in the sub-Clause 3.5, it shall provide a tail the proposed changes, to the the date on which it wishes those

ssitated by an event beyond the not limited to, the inability of a and components or the cessation shall have the right to make such , using its reasonable endeavours which do not adversely affect the arance of the Product and shall h.

to the material changes described use 3.6, it shall have the right to ucing the Product to the original

to the material changes described use 3.6, the Parties shall use their ent on a new specification. If the he Reseller shall have the right to to become effective on the date deliver the Product in its original

to the material changes described ause 3.6, the Reseller shall have ermination to become effective on able to deliver the Product in its

to the Product in accordance with

to the Packaging in accordance

to the End-User Documentation in Schedule 2.

cturer's Label to the Product in Schedule 2.]

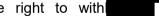
Product in order to deliver such

quantities as are or

- 5.2 The Manufacturer Standards set out in
- 5.3 The Manufacturer manufacture it are laws and regulation
- 5.4 The Manufacturer s and passes, the ag Control Tests will t repaired, rebuilt, as
- 5.5 The Reseller may, to be carried out b shall be communicated such tests, the Pa agreement to amer accordingly, howev shall not have the has already passed
- 5.6 The Manufacturer Manufacturing Proc
- 5.7 In the event that Process in any ma written notice to the will have upon the shall mean any c otherwise) the quali
- 5.8 The Reseller may location e.g. prem Manufacturer's norr to inspect the same

6. **Rejection and Return**

- 6.1 In the event that reasonably determi withhold payment for The right to with subsequent agreem
- 6.2 Upon being informe sole expense, arran
- 6.3 In the event that the Units, the Manufad Standard Units to th
- 6.4 In the event that the customers it shall, thereof, issue a pr Manufacturer shall. either directly to the Unit or to the Resell











accordance with Clause 9.

Product in accordance with the

bduct and the processes used to plicable national and international

hit of the Product is subjected to. s. Any units which fail the Quality nufacturer and <<e.g. destroyed,

uire additional quality control tests arty. The outcome of such tests In the event that the Product fails sonable endeavours to reach an ion and/or Manufacturing Process incur no liability and the Reseller preement if the Product so tested rol Tests.1

Product in accordance with the

es to change the Manufacturing e at least <<insert period>> prior changes and any effects the same ses of this sub-Clause, "material" potential to effect (adversely or ign or appearance of the Product.

s <<insert Product manufacture priate>> at any time during the kinsert business hours>> in order facturing Process.

ny units of the Product which it Units, it shall have the right to rm the Manufacturer immediately. subject to the Manufacturer's Sub-Standard Unit.

Inits, the Manufacturer shall, at its return of the Sub-Standard Units.

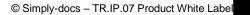
ade payment for the Sub-Standard equal to that paid for the Sub-

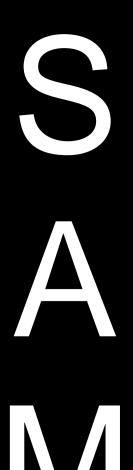
lling the Sub-Standard Units to its Manufacturer and at the expense all affected customers and the on, provide replacement Product on the return of the Sub-Standard

- 6.5 In the event that it i safety:
 - 6.5.1 the Party w immediate r Reseller, pr therefor;
 - 6.5.2 the Reseller and
 - 6.5.3 the Manufac
- 6.6 All matters pertair addressed in accord

7. Packaging

- 7.1 The Manufacturer specifications set or
- 7.2 The Manufacturer Schedule 5.
- 7.3 The Packaging sh compliance with al notices, instructions the laws of the Te applied. In the even such notices, instr Reseller and shal submitted. The Ma Reseller's failure or
- 7.4 Unless its inclusion name shall not appe
- 7.5 Prior to the comme the Reseller Digital Adobe PDF, Adobe Proofs shall be as s
- 7.6 The Reseller shall specification of rea within <<insert per revisions are require revised Digital Proo
- 7.7 Upon the Reseller' submit to the Rese Press Proofs shall t
- 7.8 The Reseller shall specification of rea within <<insert per revisions are requir revised Press Proof
- 7.9 Only upon the Res Packaging and the





duct presents a risk to health and

are of such risk shall issue an ucts which have been sold by the risk(s) posed and the reasons

er stocks of the Product from sale;

uct from the Reseller.

ce and compensation shall be pvisions of Schedule 14.

ckaging in accordance with the

supplied] the designs shown in

he Product packaged therein, in ws and regulations. Where any required on the Packaging under shall ensure that the same are h in Schedule 5 do not incorporate e Manufacturer shall inform the incorporating the same to be iable for any delay caused by the designs.

quired by law, the Manufacturer's

the Manufacturer shall submit to in the <<insert file format(s) e.g. t(s). The content of such Digital

ofs and submit its approval or a ne Manufacturer, as appropriate Digital Proofs. In the event that Il make such revisions and submit

al Proofs, the Manufacturer shall Packaging. The content of such le 5.

fs and submit its approval or a ne Manufacturer, as appropriate Press Proofs. In the event that Il make such revisions and submit

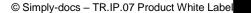
ess Proofs shall production of the ding to the Product commence.

Following the Rese not make any mod written permission.

- 7.10 The Manufacturer s with the Final Artw identifies any discre multiples thereof) a Reseller of the sam
- 7.11 In the event of disc Reseller, the Rese allowing the sale of Manufacturer to re Packaging. Any ex sub-Clause 7.11 sh
- 7.12 The costs of produ requested by the Re

8. End-User Documentation

- 8.1 The Manufacturer s with the specificatio
- 8.2 The Manufacturer Documentation in a
- 8.3 The Reseller shall h of its own into th incorporate such reasonable time foll [Reseller's] expens property rights subs Reseller.
- 8.4 The Manufacturer non-transferable li Documentation in b
- 8.5 The Manufacturer s each Product and s Documentation in which the Reseller website at <<insert
- 8.6 Prior to the commet the Reseller Digital format(s) e.g. Adob layout of such Digita
- 8.7 The Reseller shall specification of rea within <<insert per revisions are require revised Digital Proo
- 8.8 Upon the Reseller' submit to the Rese









ess Proofs, the Manufacturer may ng without the Reseller's express

kaging is produced in accordance t the Manufacturer subsequently ackaging (whether single units or he Manufacturer shall inform the

d under sub-Clause 7.10 or by the ion of accepting the same and to continue, or may require the ct for repackaging in conforming ming with the requirements of this y the Manufacturer.

this Clause 7, including revisions clusively by the Manufacturer.

ser Documentation in accordance

Branding into the End-User ns set out in Schedule 6.

g additional or alternative material tation. The Manufacturer shall I-User Documentation within a he and at the [Manufacturer's] OR d any and all other intellectual material shall remain vested in the

ller a royalty-free, non-exclusive, and distribute the End-User nic form.

the End-User Documentation with n electronic copy of the End-User g. Adobe PDF>> to the Reseller customers free of charge via its

the Manufacturer shall submit to Documentation in the <<insert file etc.>> format(s). The content and pified in Schedule 6.

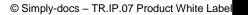
ofs and submit its approval or a ne Manufacturer, as appropriate Digital Proofs. In the event that Il make such revisions and submit

al Proofs, the Manufacturer shall End-User Documentation. The content of such Pre

- 8.9 The Reseller shall specification of rea within <<insert per revisions are requir revised Press Proof
- 8.10 Only upon the Rese End-User Documen Press Proofs, the N User Documentation
- 8.11 The Manufacturer s in accordance with subsequently ider Documentation (wh Artwork, the Manufa
- 8.12 In the event of disc Reseller, the Rese allowing the sale of Manufacturer to p errata. [Replacement to effected custom Documentation or of Any expense incurr 8.12 shall be borne
- 8.13 The costs of product revisions requester Manufacturer.

9. Orders

- 9.1 The Parties have ag
- 9.2 The Manufacturer payment of all sur Reseller in accorda
- 9.3 The Reseller may, submitting Addition the information set
- 9.4 The Reseller may Manufacturer shall request, however i delivery date for the taking account of a limited to, manufac other parties, availa
- 9.5 Within <<insert p Manufacturer shall Reseller. Such con time required for pro
- 9.6 The Reseller may,















cified in Schedule 6.

fs and submit its approval or a he Manufacturer, as appropriate Press Proofs. In the event that Il make such revisions and submit

ess Proofs shall production of the wing the Reseller's approval of the ake any modifications to the Endxpress written permission.

User Documentation is produced the event that the Manufacturer cies between any End-User multiples thereof) and the Final eseller of the same.

d under sub-Clause 8.11 or by the tion of accepting the same and to continue, or may require the ent End-User Documentation or ation or errata may be distributed means.] Replacement End-User to the Reseller in hardcopy form. e requirements of this sub-Clause acturer.

his Clause 8, including reasonable all be borne exclusively by the

Orders, as set out in Schedule 7.

epresents that, subject to timely it shall deliver the Product to the Schedule 7.

place Additional Orders. When cturer, the Reseller shall provide format specified therein.

te for Additional Orders. The ndeavours to comply with such ably do so, it shall determine a as early as is reasonably possible, (which shall include, but are not ders from the Reseller and from uired production times).

t of an Additional Order, the ion of the Additional Order to the e quantity of Product ordered, the e and the sums payable.

elivery Date, amend an Additional

Order or cancel it in

9.7 The Standard Orde monthly, quarterly [Manufacturer]] OR changes made to the binding upon the Pa

10. Cancellation of Orders

- 10.1 The Reseller shall prior to the Deliver Clause 10.1 shall be
- 10.2 [The following prov by the Reseller:
 - 10.2.1 If the Resel period>> pr respect of th
 - 10.2.2 If the Resel period>> bu Date, <<inse Reseller in r
 - 10.2.3 If the Resel period>> bu Date, <<inse Reseller in r
 - 10.2.4 If the Resel period>> pri unit>> shall Additional O

11. **Price and Payment**

- 11.1 The Price payable f that set out in Sche
- 11.2 [The Price shall, what to be calculated in a
- 11.3 The Price shall be quarterly etc.>> bas changes made to th the Parties and sha
- 11.4 The Price shall be other tax or levies p
- 11.5 The Price shall be [and transportation. [Reseller].
- 11.6 The Manufacturer s of Product.

visions of Clause 10.

I <<insert interval e.g. monthly, bie discretion of the [Reseller] OR e Parties from time to time]. Any I be evidenced in writing, shall be ed to form part of this Agreement.

any Additional Order at any time s right to cancel under this subs of sub-Clause 10.2.]

cancellation of Additional Orders

al Order more than <<insert time e, no sums shall be payable in rder.

al Order less than <<insert time ne period>> prior to the Delivery luct unit>> shall be payable by the dditional Order.

al Order less than <<insert time ne period>> prior to the Delivery luct unit>> shall be payable by the dditional Order.

al Order less than <<insert time <<insert sum, e.g. X% per Product seller in respect of the cancelled

seller to the Manufacturer shall be

ect to certain discounts which are ls set out in Schedule 8.]

interval e.g. monthly, bi-monthly, ne Parties from time to time. Any ed in writing, shall be binding upon of this Agreement.

e] of Value Added Tax and any

of the costs of storage, insurance borne by the [Manufacturer] **OR**

the Reseller with each shipment



- 11.7 The Reseller warra received within <<ir
- 11.8 In the event that th due to the Manufac from the due date judgment, at <<ins base rate from time
- 11.9 Notwithstanding th Manufacturer shall with Clause 23 in period greater tha Agreement are not

12. Risk and Retention of Tit

- 12.1 Risk of damage to of delivery which s taken place>> or, if the time when the N
- 12.2 Notwithstanding de beneficial title there Product has been m
- 12.3 Until payment has t 11, title in the Prod with the Manufactur as bailee for the separately, in an identifiable and sha
- 12.4 In the event that the party before legal proportion of the pr shall be held by the ensure that such s with, any other r Manufacturer's beh
- 12.5 The Reseller shall security for any inder the Manufacturer. the Manufacturer s Manufacturer) beco
- 12.6 The Manufacturer retains title witho Manufacturer to er purpose of reposse for the purpose of i with the storage and
- 12.7 The Reseller's righ retains title shall ter

12.7.1 the Reseller under this A

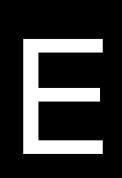












balance of any and all invoices hereof.

n the due date any sum which is shall be entitled to charge interest in full, both before and after any annum over the <<insert bank>>

Clause [11.8] **OR** [11.7], the ate this Agreement in accordance ling sums remain unpaid for any **OR** [any sums due under this

all pass to the Reseller at the time elivery shall be deemed to have ails to take delivery of the Product, d delivery of the Product.

of risk in the Product, legal and Reseller until payment for those the provisions of Clause 11.

acturer in accordance with Clause ding payment relates shall remain e in possession of those Products Reseller shall store the Product nt, shall ensure that they are ured against all reasonable risks.

ise transfers the Product to a third as passed to the Reseller, the hich are due to the Manufacturer cturer's behalf. The Reseller shall / from, and are in no way mixed that all moneys held on the

or in any way charge by way of duct which remain the property of all sums owing by the Reseller to any other right or remedy of the payable.

possess any Product in which it eller irrevocably authorises the normal business hours for the ch the Manufacturer retains title or ensure the Reseller's compliance nts of sub-Clause 12.3.

roduct in which the Manufacturer

material breach of its obligations

- 12.7.2 the Reseller Insolvency A its creditors;
- 12.7.3 the Reseller advantage o debtors;
- 12.7.4 the Reselle voluntary o administrato assets or ur with the cou Reseller, no Reseller or a (as defined 1986), a res winding up o in respect of to the insolv

13. Manufacturer's Intellectu

- 13.1 The Manufacturer v rights including, but in the Product and a
- 13.2 The Manufacturer rights including, but in Digital Proofs, Documentation sup
- 13.3 The Manufacturer's extend to any part property of the Res Branding.
- 13.4 The Manufacturer necessary licences, required in order to obligations under th
- 13.5 The Reseller shall express written cor may be inferred fror
- 13.6 In the event that t Manufacturer's inte inform the Manufac to the Manufacturer third parties.
- 13.7 The Manufacturer reasonable costs of in rendering assista
- 13.8 The Manufacturer s Clause 13 and sha third party in such c

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

ect of a bankruptcy order or takes ovision for the relief of insolvent

ng of its creditors, enters into on, has a receiver, manager, eiver 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 B1of the Insolvency Act ion presented to any court for the granting of an administration order ceedings are commenced relating cy of the Reseller.

hat it owns all intellectual property designs and patents which subsist

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

ip in sub-Clause 13.2 shall not therein which is the intellectual include, but not be limited to, the

that it has obtained any and all relevant consents or permissions the Reseller and comply with its

nanufacture the same without the he Manufacturer. No such rights

ware of any infringement of the y any third party, it shall promptly all provide reasonable assistance aims or proceedings against such

Reseller for any prior agreed al costs) incurred by the Reseller 3.6.

r claims or proceedings under this by and all sums recovered from a

14. Reseller's Intellectual Pro

- 14.1 The Reseller warra rights including, b registrations which :
- 14.2 The Reseller warr necessary licences, required in order to the same to the Pro
- 14.3 The Reseller grant Branding solely for Agreement. The purposes without th
- 14.4 The Manufacturer s reasonable opinion Reseller without the
- 14.5 The Manufacturer s trade mark(s), nor Branding which ma the Reseller's trade
- 14.6 The Manufacturer Product bearing the of this Agreement w
- 14.7 In the event that the Reseller's intellectu the Reseller of the Reseller in the co parties.
- 14.8 The Reseller sha reasonable costs Manufacturer in ren
- 14.9 The Reseller shall Clause 14 and sha third party in such c

15. Customer Support

- 15.1 The Reseller shall with respect to the F
- 15.2 In the event that request, having ha Support, it shall ref be provided by the
- 15.3 The Manufacturer customers. Third L Reseller. It shall information to the relates.

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t it owns all intellectual property yright, designs and trade mark

at it has obtained any and all relevant consents or permissions require the Manufacturer to apply -User Documentation.

hon-exclusive licence to use the filling its obligations under this use the Branding for any other tof the Reseller.

nark which, in the Manufacturer's to that/those belonging to the written consent of the Reseller.

eller's ownership of the Reseller's it any actions with respect to the e affect the validity or integrity of

t, sell or otherwise distribute the that is inconsistent with the terms consent of the Reseller.

aware of any infringement of the third party, it shall promptly inform de reasonable assistance to the proceedings against such third

ufacturer for any prior agreed legal costs) incurred by the sub-Clause 14.7.

claims or proceedings under this by and all sums recovered from a

d Level Support to its customers

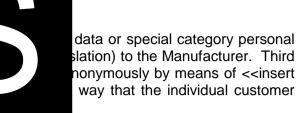
to resolve a customer's support d both First and Second Level p Third Level Support which shall

te directly with the Reseller's ovided by the Manufacturer to the ligation to convey the relevant iven Third Level Support matter

- 15.4 The Reseller shall r data (as defined in Level Support requ method e.g. referer cannot be identified
- 15.5 The Reseller shall using <<insert meth to define this further

16. Repairs

- 16.1 The Manufacturer s to the Reseller by it
- 16.2 In the event that th need of repair, it s <<insert delivery me
- 16.3 The Reseller shall r defined the Data P repaired shall be in method e.g. referen cannot be identified information relating submit a request information from the
- 16.4 The Manufacturer within <<insert period
- 16.5 In the event that the period>> for any redelay and the reaso
- 16.6 Following the comp to the Reseller by required Repair Doc
- 16.7 If a Product returne the Manufacturer sh damage or failure a
- 16.8 If a Product repair of the Product borne solely by the
- 16.9 If a Product repair within the terms replacement shall b as appropriate.
- 16.10 The provisions of th



port requests to the Manufacturer ed support system (you may wish

ndeavours to respond to all Third od>> of receipt of the same and I, web-based support system (you

of any Product which is returned

oduct from a customer which is in o the Manufacturer by means of equired Repair Documentation.

data or sensitive personal data (as the Manufacturer. Product to be onymously by means of <<insert way that the individual customer r. In the event that additional ed by the Manufacturer, it shall Reseller who shall request that

endeavours to repair all Product ne from the Reseller.

o the Manufacturer.

s delayed for more than <<insert shall inform the Reseller of such

nufacturer shall return the Product livery method>>, along with the

br repair proves to be irreparable, the same, providing details of the rreparability.

irreparable Product fall within the uch repair or replacement shall be

irreparable Product does not fall ty, the cost of such repair or eseller or the Reseller's customer,

ject to the provisions of Clause 6.

17. Product Warranty

- 17.1 The Manufacturer s shall last for a perio delivery to the Rese
- 17.2 During the term of replace defective Pu receipt of the sam replaced shall beco
- 17.3 If the Manufactur replacement is no condition in which it
- 17.4 The Product Warran rendered defective damage or servici authorised to carry
- 17.5 The Manufacturer d in respect of the Pro

18. Training

- 18.1 The Manufacturer employees thereof) Schedule 13.
- 18.2 The Training shall set out in Schedule
- 18.3 The costs of Train Associated costs in be borne by the [Ma

19. Manufacturer's Warrantie

The Manufacturer hereby v

- 19.1 the Product, the Pa any rights belonging
- 19.2 it has title to the P Documentation and accordance with this
- 19.3 it has the right to en
- 19.4 it shall comply with

20. Reseller's Warranties and

The Reseller hereby warra

- 20.1 it has the right to en
- 20.2 the Branding does r

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Varrow the the lessel Any anuf Prov retuny Pr ce, hird ufac ranty aine o th e trai location







Varranty with each Product which om the <<insert time, e.g. date of the Reseller's customer etc.>>.

the Manufacturer shall repair or eseller within <<insert period>> of Any parts or Products which are anufacturer upon replacement.

Product returned for repair or returned to the Reseller in the

y Products which are damaged or ce, deliberate misuse, accidental hird party that is not expressly ufacturer.

anty nor make any representation ained in this Agreement.

o the Reseller (and the relevant training specification set out in

ocation>> at the times and dates

he [Manufacturer] OR [Reseller]. b, travel and accommodation shall r].

hat:

er Documentation do not infringe

the Packaging and the End-User bly the same to the Reseller in

and of this Agreement.

onging to any third party;

- 20.3 it has title to the B with this Agreement
- 20.4 it shall use its reaso of this Agreement.

21. Indemnity

- 21.1 The Manufacturer s claim, loss, damag arising, directly or i the Manufacturer o out in this Agreeme
- 21.2 The Reseller shall i claim, loss, damage arising, directly or i the Reseller of any this Agreement.
- 21.3 The indemnities set in all cases the inde
 - 21.3.1 notify the inc claim, loss o
 - 21.3.2 consult the i with any suc
 - 21.3.3 make no ag without the p not to be uni

22. Confidentiality

- 22.1 Both the Manufactu sub-Clause 22.2 or during the continua termination:
 - 22.1.1 keep confide
 - 22.1.2 not disclose
 - 22.1.3 not use any contemplate
 - 22.1.4 not make ar any Confide
 - 22.1.5 ensure that agents or ac a breach of t
- 22.2 Subject to sub-Cla Information to:

22.2.1 any of their s

22.2.2 any governn



t to use the same in accordance

nply with the terms and conditions

harmless the Reseller against any nt, costs or expenses howsoever ny breach or non-performance by undertakings or warranties as set

less the Manufacturer against any nt, costs or expenses howsoever ny breach or non-performance by akings or warranties as set out in

and 21.2 shall apply provided that

as is reasonably possible of any

the action to be taken in dealing

barty for the payment of any sum demnifying Party, such agreement alayed.

ertake that, except as provided by by the other, it shall at all times nd [for <<insert period>>] after its

rmation;

tion to any other party;

n for any purpose other than as

ny way or part with possession of

its directors, officers, employees, ch, if done by that Party, would be uses 22.1.1 to 22.1.4.

may disclose any Confidential

ers;

r regulatory body; or

22.2.3 any of their sub-Clauses

- 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
- 22.6 The provisions of t their terms, notwiths

23. Term and Termination

- 23.1 This Agreement sha continue in force for otherwise terminate
- 23.2 The Term may be this Agreement for Term") upon the mu
- 23.3 Either Party may re the Initial Term or th written notice is giv current term.
- 23.4 Notwithstanding su Agreement immedia
 - 23.4.1 has commit breach is c immediately the breach v
 - 23.4.2 has an encurreceiver app
 - 23.4.3 holds a m arrangemen same (inclu Insolvency / administratio
 - 23.4.4 has (being a (being a co amalgamatic company re

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r those of any party described in

made only to the extent that is this Agreement, or as required by t first inform the recipient that the Unless the recipient is a body orised employee or officer of such and submit to the other Party a keep the Confidential Information poses for which the disclosure is

nation for any purpose, or disclose I Information is or becomes public

nation under sub-Clause 22.4, the s not disclose any part of that nowledge.

tinue in force in accordance with of this Agreement for any reason.

e Commencement Date and shall term>> (the "Initial Term") unless Clause 23.

erms and conditions as set out in insert term>> (each a "Renewal ies.

his Agreement at the end of either Term for any reason provided that od>> before the end of the then-

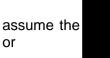
rty has the right to terminate this ne other:

of this Agreement, unless such hich case the right to terminate other Party has failed to remedy fter a written notice to do so;

ion, or (being a company) has a s or property;

or proposes, enters into any ition with or for the benefit of the rrangement as defined by the ompany), becomes subject to an ing of the Insolvency Act 1986);

ankruptcy order made against it or ation (except for the purposes of nd in such a manner that the ively agrees to be bound by or

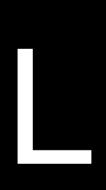














that Party under this Agreement);

v on business.

nt that anything analogous to any nder the law of any jurisdiction.

either expressly or by their nature n or expiration of this Agreement 3.

writing and be deemed duly given a duly authorised officer thereof.

given:

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

nile or e-mail and a successful s generated; or

g mailing, if mailed by national

ng mailing, if mailed by airmail,

e addressed to the most recent r notified to the other Party.

any failure or delay in performing from any cause that is beyond the ude, but are not limited to: power al action, civil unrest, fire, flood, governmental action or any other tion.

b enforce the performance of any iver of the right to subsequently Agreement. Such failure shall not subsequent breach and shall not

r more of the provisions of this rwise unenforceable, that / those

24. Notice

23.5

23.6

24.1 All notices under th if signed by the Par as appropriate.

or

23.4.5 ceases, or the

Sub-Clause 23.4 st

of the provisions of

Any and all obligati

continue beyond th

shall survive termin

- 24.2 Notices shall be dee
 - 24.2.1 when delive registered m
 - 24.2.2 when sent, transmission
 - 24.2.3 on the fifth ordinary mai
 - 24.2.4 on the tent postage pre
- 24.3 All notices under address, e-mail add

25. **Force Majeure**

Neither Party to this Agree their obligations where suc reasonable control of that failure. Internet Service F storms, earthquakes, acts event that is beyond the co

26. No Waiver

The Parties agree that no provision in this Agreeme enforce that provision or ar be deemed to be a waive constitute a continuing wai

27. Severance

The Parties agree that, if Agreement is found to be

provisions shall be deeme remainder of this Agreeme

28. Entire Agreement

- 28.1 This Agreement set the Parties with r supersedes all p arrangements relati
- 28.2 Neither Party shall arrangement, expr Agreement.
- 28.3 Notwithstanding the shall restrict or limit misrepresentation v of bad faith.
- 28.4 This Agreement sha such amendment or

29. Law and Jurisdiction

- 29.1 This Agreement (in therefrom or assoc accordance with, th
- 29.2 Any dispute, contro this Agreement (ind therefrom or associ of England and Wal

IN WITNESS WHEREOF this Ag before written

SIGNED by <<Name and Title of person signir for and on behalf of <<Manufactur

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

SIGNED by

<<Name and Title of person signir for and on behalf of <<Reseller's N

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

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mainder of this Agreement. The rceable.

agreements, understandings or nereof.

any agreement, understanding or is not expressly set out in this

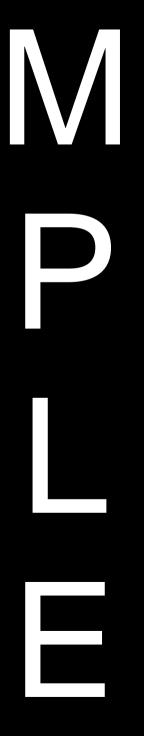
se 28, nothing in this Agreement nedies which may arise out of any raudulently or out of any other act

ny of its provisions waived unless executed by both Parties.

ual matters and obligations arising governed by, and construed in ales.

im between the Parties relating to al matters and obligations arising within the jurisdiction of the courts

executed the day and year first



The Product

Description <<Insert a general description of the second second

Specification <<Insert the detailed specification



The Branding

Product Logos & Labelling <<Insert details and illustrations of including their application to the Pi

Packaging Logos & Labelling <<Insert details and illustrations Packaging, including their applicat

End-User Documentation Logos <<Insert details and illustrations of User Documentation, including the

Manufacturer's Labelling <<Insert details and illustrations of



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 & Qua

Predefined Standards <<Insert details of standards that a</pre>

Agreed Standards <<Insert details of any additional s Reseller>>

Quality Control <<Insert details of any quality cor Reseller>>



etween the Manufacturer and the

etween the Manufacturer and the

Manufacturing Process <<Insert details of the Manufacture



Packaging

Details & Design <<Insert details of the Packaging i

Digital Proofs <<Insert details of the Digital Proo

Press Proofs <<Insert details of the Press Proof



hformation etc.>>

End-User Documentation

Reference Copy / Contents <<Insert a reference copy of the E

Specifications <<Insert a detailed specification etc.>>



nentation including sizes, colours

Orders

Standard Order Schedule <<Insert a detailed order and deliv dates, delivery methods etc.>>

Additional Orders <<Insert details of Additional Or Manufacturer etc.>>



ndard Orders including quantities,

mat, information required by the

Price

Pricing <<Insert details of Product pricing

Discounts <<Insert details of any relevant dis



ommended retail prices etc.>>

ounts>>

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



e Manufacturer including details of

Customer Support

First Level Support <<Insert details of the First Level responsible, type of support provid

Second Level Support <<Insert details of the Second Le staff responsible, type of support p

Third Level Support <<Insert details of the Third Level staff responsible, type of support p



Reseller including details of staff provision etc.>>

/ the Reseller including details of oort provision etc.>>

Manufacturer including details of port provision etc.>>

Repairs

Reseller's Repair Documentatio <<Insert details of the Repair Doc Manufacturer>>

Manufacturer's Repair Documer <<Insert details of the Repair Doc the Reseller>>



eseller is required to send to the

anufacturer is required to send to

Product Warranty

<<Insert specific details of the Pro

y the Manufacturer>>

Training

Training Content <<Insert details of the content of the Training applies etc.>>

Training Schedule

<<Insert details of the date(s), ti on/at>>



cs to be addressed, staff to whom

hat the Training will be provided

SCHEDULE 14

Product Liability <<Insert details of the agreed divis

Insurance <<Insert full details of any and a Product>>

Compensation <<Insert details of the responsib 6.5>>



tween the Parties>>

by the Parties in relation to the

compensation under sub-Clause