THIS MEMORANDUM OF UNDE a proposed supply of goods agree

BY:

 (1) <<Name of Supplier>> [a of Registration Number>> w ("Supplier")

and

- (2) <<Name of Customer>>
 <Company Registration I
 Address>> ("the Customer
- 1. **Definitions** In this HOT, the following e

"Supply of Goods Agreement"

"Detailed Terms"

"Commercial Terms"

"Party"

2. Purpose and Status of th

- 2.1 Except for Clauses HOT is not intended
- 2.2 The Parties have on but they have not Commercial Terms agree all of the othe
- 2.3 The Parties intend negotiate, draft, and Supply of Goods A for Clause 5 and Agreement comes relating to any supp binding on them as













e **HEADS OF TERMS** ("HOT") for gned the day of

ngland under number <<Company at] **OR** [of] <<insert Address>>

ed in England under number ered office is at] **OR [**of] <<insert

wing meanings:

nt described in Clause 3 and of this HOT;

/ detailed terms, conditions, and set out in the Supply of Goods the definitive version of the and when they are agreed and set ods Agreement;

r the Supply of Goods Agreement sub-Clause 4 of this HOT being Parties hereby agree in principle. h of those terms, if and when ed amongst the Detailed Terms in greement; and

rties to this HOT;

egally binding on the Parties), this gally binding on the Parties;

e Commercial Terms in principle, ed the definitive version of the ully discuss, negotiate, draft, and

this HOT, they will fully discuss, Terms, and will sign a full written be Detailed Terms, and that, save and when a Supply of Goods be any agreement between them the between them which is legally

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2.4 The Parties agree a oral or written state warranty, promise, the date of this HO of goods arrangen express term of the

3. Supply of Goods Agreem

The Supply of Goods Ag agreement between the Pa Customer on the Detailed will contain all of and understandings and other goods arrangements betwe

4. Commercial Terms

The following Commercial them will form part of the D

- 4.1 The Supplier is en Customer is engage
- 4.2 The goods to be s Schedule to this HC Customer]];
- 4.3 The supply under the agreed date>> and or years>> subject Agreement;
- 4.4 [The Supplier has state of the goods to the C Agreement.] [The C consent of the Cust of notice >>]:
- 4.5 The basic prices to the Supply of Go list][brochure] of the
- 4.6 The Supplier may following basis: << and/or limitations of raw materials, to co them>>. Supplier m to the Customer of
- 4.7 [The Customer will

OR

[The Customer wi purchase discount, amount of discount













agreed in Clause 6 of this HOT, no (negligent or otherwise), and no nent (whether before, on, or after in relation to the proposed supply t is agreed and included as an nent.

written signed supply of goods vill agree to supply products to the d the Supply of Goods Agreement ditions, working arrangements, ng, and relating to such supply of

rinciple. The definitive version of ply of Goods Agreement:

of <<describe here>> and the escribe here>>;

here>>] **OR** [are described] [in a [attached][already supplied to the

ement will commence on <<insert <<insert period of time in months provided by the Supply of Goods

ale which will apply to all sales of attached to the Supply of Goods by the Supplier [without][with] the Supplier of at least <<insert period

er for the goods will be [set out in set out in the standard [price where prices will be shown>>];

sic prices of the goods [on the uency permitted, the criteria for e justified by increase in prices of Customer's instructions or lack of tice period of variation of any price >];

s from any of the basic prices;]

r the following: <<describe bulk ount or other basis >> and the

- 4.8 The basic prices [in 4.8.1 VAT and or 4.8.2 Supplier's duties or ta all of which addition to Customer of them];
- 4.9 [Letters of credit wil
- 4.10 Invoices will be e currency>>;
- 4.11 Where currency co will apply will be <<
- 4.12 The terms of paym long Customer has
- 4.13 If there is late payn may <<state Suppl
- 4.14 [The Supplier will sigoods supplied to will apply the follow here>>];
- 4.15 [The following restr Agreement: 4.15.1 [The Custo
 - the territory territory/ies 4.15.2 The Custo
 - Supplier] [similar to] Supply of (4.15.3 The Custo Supplier] s to][and][or Goods Aqu
 - Customer] 4.15.4 [The Cus restrictions
- 4.16 [The Supplier][and] [for a period of << Goods Agreeme Agreement];
- 4.17 [The Supplier must the goods;]

e Supplier will add as appropriate; hsport] [insurance][[any customs ipon importation] [or other duties]] **DR** [the Customer will bear, and in Customer to reimburse where the itself, and the Supplier will invoice ayment by the Customer;]

the following currency: <<state

dates and rates of exchange that

voices will be within <<state how oice;

sequence will be that the Supplier

resale by the Customer] **OR** [The finished goods and the Customer ore resale: <<describe process/es

the period of the Supply of Goods

Is in [any territory/ies] **OR** [only in s them to Customer] **OR** [only in located]] **OR** [only in the following >>;]

t with the prior consent of the same as] [and][or] [substantially h] the goods supplied under the

t with the prior consent of the as] [and][or] [substantially similar ods supplied under the Supply of where Supplier delivers them to he Customer is located;]

escribe/define here any other

poach any of the staff of the other
] after the end of the Supply of eriod of the Supply of Goods

to] accept and fulfil all orders for







OR

[The Supplier may that it wishes] [with doing sol;]

- 4.18 The Customer is In [or] [value] of or [number][value] is goods>> over each
- 4.19 There will be an signing the Supply value>>;]
- 4.20 [To avoid shipmer [amount][quantity][the amount, quantit
- 4.21 Orders must be giv

OR

[Orders may be gi writing within <<stat

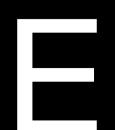
- 4.22 Orders must state t must be at least <<
- 4.23 If the Customer wis Ibut the Supplier n Supplier must acc amendments for S order must be sub order it amends;
- 4.24 The Customer will will be for the Cust period>> and it will before the beginnin
- 4.25 In relation to the sta
- 4.26 The delivery addre changes, [Supplier] delivery;
- 4.27 If the Supplier can Iand the Customer << outline any other
- 4.28 The Supplier will [n be liable for loss du amount or other lim











tion decline any order in any case provided that it gives reasons for

the Supplier a minimum [number] er any period/s. [The minimum tal of goods or for each type of ine period here>>];

ving [amount][quantity][value] on state here the amount, quantity or

tities, there will be a minimum t] orders as follows: <<state here

that they are then confirmed in rmation>>:1

ed by the Customer and that date rior to the stated delivery date;

it must submit an amended order ny amended order] OR [and the if <<state criteria to be met by b accept order>> 1 An amended state length of period>> after the

f its future orders. IEach forecast ts over the next <<state length of least <<state length of period>>

III [not] be of the essence;

dress>>. If the delivery address responsible for the extra cost of

n order, it will notify the Customer ce from other suppliers [and][or]

elay in delivery. [The Supplier will delay in delivering, up to <<state

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- 4.29 [The Customer is r legislation in conn Supplier is respons legislation: <<insert
- 4.30 [The Supplier] **OR** licences and certific
- 4.31 The Supplier will [n the Customer: <<in:
- 4.32 The title (ownership will pass, e.g. on de
- 4.33 The risk in the good on delivery>>;
- 4.34 The Supplier will put the goods as follows
- 4.35 Where the Custom must notify the Sup of delivery to Cust refund] within <<stable baseline vitable state refund] within <<stable baseline vitable state vitable state vitable vitable
- 4.36 The Supplier's liabi [as follows: <<inser
- 4.37 [The Supplier will ir by third parties [limi
- 4.38 The Supplier is [not samples and how it
- 4.39 [The Supplier is [no support [and][or] <as follows: <<descr
- 4.40 The Customer [mus with its activities un
- 4.41 [The Customer [m [the Customer [ma connection with the
- 4.42 [The Customer may
- 4.43 [Use by the Custor Supplier must be a belong to the Suppl
- 4.44 [The Supplier's [trac
- 4.45 [A registered user a













compliance with all relevant local of the] goods [except that the iance with the following relevant

responsible for procuring import

[any] OR [the following] records of

to the Customer <<state when it

ner <<state when it will pass, e.g.

tomer in respect of the quality of tis warranted>>;

int about defects in the goods, it <<state time limit>> after the date st [replace the goods][provide a cation is given;

r a breach of the quality warranty s etc>>];

against any product liability claims letails of limit/conditions etc>>];

ples to the Customer [<<describe

y] [after-sales][and][or][technical] > to the Customer [and will do so ust provide it>>;]

own business name in connection Agreement;

the Supplier's trademarks] [and] its own trademarks] [either] [in e goods][and][or] [on the goods];

or labelling of the goods;]

r other intellectual property of the nent in an agreed form that they

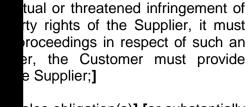
ered;]

ntered into by the parties;]

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- 4.46 [If the Customer be any trade mark or [promptly] notify the infringement are the reasonable cooperation
- 4.47 [If the Customer fai fails to perform a terminate the Su consequences>>];
- 4.48 [The Supplier] [and the Supply of Good
 - 4.48.1 [Either part number of o no such not Agreement months>> h
 - 4.48.2 [An immedia sums outsta 4.48.3 [Either part
 - clause of th remedy the
 - 4.48.4 [An immedi [either party party]];
 - 4.48.5 [An immedi [either par Customer][o 4.48.6 [other <<de
- 4.49 On termination of th
 - 4.49.1 [The confide Goods Agre <<state leng 4.49.2 [The Custor where Supp Customer is
 - the end of the 4.49.3 [The Custor orders upon
 - 4.49.4 [The Suppli pipeline upo
 - 4.49.5 [The Suppli by the Custo
 - 4.49.6 [If the Cus materials o termination, [disposal][a
 - 4.49.7 [The Custo termination
- 4.50 The Supply of Good





ales obligation(s)] [or substantially I obligations [the Supplier may ement.] [<<describe any other

e the following rights to terminate

e other party of at least <<state without any reason [provided that to terminate the Supply of Goods ast <<state number of weeks or

y the Supplier for non-payment of

other party upon breach of any eement if the other party fails to nber of days, weeks >> ;] oy [the Supplier] [the Customer][

he Supplier] [the Customer][other

by [the Supplier] [the Customer][control of [the Supplier] [the

ement:

re obligations under the Supply of effective [for a further period of

with the Supplier [[in the territory tomer] **OR** [the territory where the f <<state length of period>>] after ement;]

to take delivery of any outstanding

itled] to cancel any orders in the

option to] repurchase stocks held

es of goods or any advertising [must] disposed of them upon omer] will be responsible for the]]

utstanding unpaid invoices upon eriod>>];

e assignable by the Supplier [only

with the prior conse [not] be assignabl Supplier]. [Prior no must be given by Agreement and co period>>];

- 4.51 The Supplier may [of its obligations w [not] refuse conse consent/refusal of c
- 4.52 Any notices or othe be [by normal post]
- 4.53 [The [Supplier][Cu shareholder] guara

5. Ongoing Discussion and

- 5.1 The Parties will no discussions or nego Agreement;
- 5.2 Nevertheless, but v good faith to condu soon as reasonably
- 5.3 Either Party may, b or no reason, and discussions or nego them, and, except for
- 5.4 If a Supply of Good this HOT but, unles 5.3.

6. Confidentiality and Data

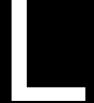
- 6.1 Each Party ("the consideration of th Party any confident customers, clients, relevant to a Suppl Information"), the Information for ar negotiation of a S recording of it in a S
- 6.2 Neither Party is leg any Confidential In and negotiations re Parties anticipate Information to each
- 6.3 Neither Party shall for any inaccuracie supplies or makes a
- 6.4 If at any time either Information provide













e Supply of Goods Agreement will ly with the prior consent of the gn of [at least] <<state period>> to assign the Supply of Goods nt must be given within <<state

s obligations] **OR** [subcontract any he Customer, and Customer may **R** [only for a good reason], and thin <<state period>>];

d by one party on the other must orded delivery][e-mail]

a [parent company]][principal vour of The [Supplier][Customer]

ion to continue or complete their duce, or sign any Supply of Goods

on to do so, the Parties intend in a Supply of Goods Agreement as

the other, at any time and for any ity to the other, terminate their ply of Goods agreement between OT shall thereupon cease; and

into, it will supersede and replace OT shall stand, subject to Clause

es to the Other Party that in or making available to the First I concerning the business, affairs, ther Party which is or might be between the Parties ("Confidential se or disclose that Confidential the evaluation, discussion or tent with the Other Party or the ent;

make available to the Other Party connection with their discussions supply of Goods Agreement, the or make available Confidential

ive any liability to the Other Party iny Confidential Information that it ty;

er Party to return any Confidential it to the Other Party, the Other

Party shall do so pr the same; and

- 6.5 Each Party acknow inadequate remedy specific performanc defaulting Party in t 6, without prejudice in relation to such the in relation the in relation to such the in relation the in relation
- 6.6 In this Clause 6
 - 6.6.1 "Data Protect longer direct implementin amended fr legislation w
 - 6.6.2 "GDPR" me Regulation;
 - 6.6.3 "personal da Legislation.
- 6.7 If in connection wir otherwise processe other Party ("Other
 - 6.7.1 for the purp agreement Goods Agre
 - 6.7.2 in accordan the rights ur the rights un
 - 6.7.3 in accordan Party's Priva available on before the d
- 6.8 Any personal data connection with this a Data Sharing Agro occurs.

7. Law and Jurisdiction

- 7.1 This HOT, and th connection with a p claims arising out o Supply of Goods accordance with, th
- 7.2 [Subject to Clause between the Parties Goods Agreement s Wales.
- 7.3 [Any dispute, contruto this HOT or the dealt with by means











destroy any copies it has made of

at damages alone would be an Clause 6, and that an injunction, ef, should be awarded against the r actual breach by it of this Clause medies that either Party may have th.

1) unless and until GDPR is no UK, GDPR and any national and secondary legislation (as e UK and subsequently 2) any

16/679 General Data Protection

as defined in the Data Protection

("First Party") collects, holds or en First Party undertakes to the

cussion, negotiation, drafting, and and entering into the Supply of

f Data Protection Legislation and Legislation of the Other Party and Legislation of any third party;

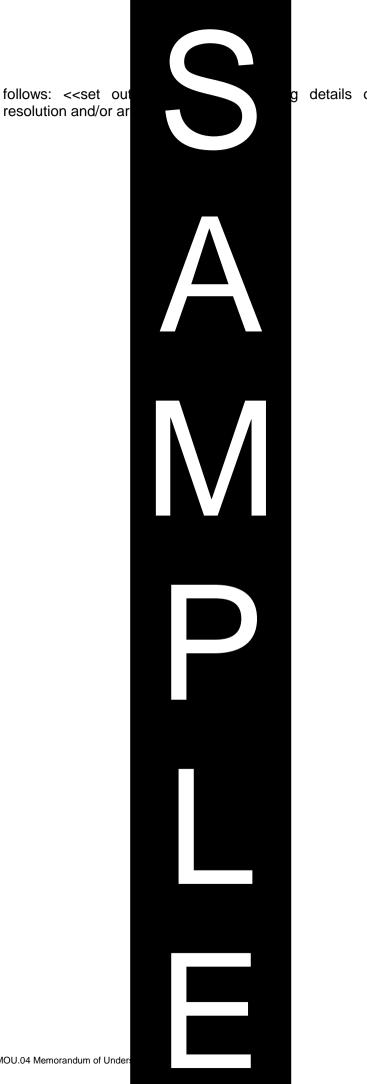
Privacy Notice. A copy of each in the Schedule to this HOT][is ovided to the Other Party on or

rst Party with the Other Party in ly in accordance with the terms of the Parties before any such sharing

otiations between the Parties in as Agreement, and all disputes or his HOT or the proposed or actual governed by, and construed in ales; and

ntroversy, proceedings or claim the proposed or actual Supply of ction of the courts of England and

laim between the Parties relating ply of Goods Agreement is to be esolution] [and/or] [arbitration] as



g details of alternative dispute

