



# Supply Agreement

## I. Parties to the Agreement

This Supply Agreement (*shall be referred as the "Agreement" hereinafter*), has been signed by and between \_\_\_\_\_ with its registered address at \_\_\_\_\_ (*shall be referred as "the Company" hereinafter*) and \_\_\_\_\_ with its registered address at \_\_\_\_\_ (*shall be referred as "the Supplier" hereinafter*), on the date of \_\_\_\_\_;

**WHEREAS**, the Supplier is engaged in the business supplying certain goods as defined below;  
**WHEREAS**, the Company wishes to acquire certain goods by the Supplier;  
**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Supplier (individually, each a **"Party"** and collectively, the **"Parties"**) agree and undertake as follows:

## II. Goods to Be Supplied

The Supplier shall supply the following products (*referred as the "Products" hereinafter*):

Product	Description	Price

### **III. Term and Termination of the Agreement**

This contract has been concluded for an indefinite period and on an order basis. It is essential to deliver the products within \_\_\_\_\_ days at the latest from the date the company places the order.

The Parties may terminate the Agreement without compensation or termination fee, provided that they give \_\_\_\_\_ days' notice.

In the event that any of the parties fail to fulfill their obligations and commitments fully and/or on time in accordance with the Agreement and if they do not remedy the violation within \_\_\_\_\_ business days given with the warning to be sent to them by the other party, the Agreement, without prejudice to any claim and compensation, may be terminated unilaterally and immediately without being obliged to pay any compensation.

### **IV. Orders, Pricing and Payments**

Every transaction between the Company and the Supplier shall be evidenced by an invoice. An order request by the Company to the Supplier shall be made in writing containing the detailed list of ordered products and the quantity of these products.

The price of the products are indicated in the chart above and these prices include VAT and other taxes. The total price is calculated and invoiced separately for each order. The indicated prices shall remain locked for a period of one year starting from the effective date of the Agreement. At the end of the one-year period, the Supplier is obliged to submit a new price list to the Company. In the event that a new price list is not submitted, the previous year's prices shall be applied.

Upon receipt of the invoice of the Company from the Supplier, the Company shall have \_\_\_\_\_ days to pay the amount in the invoice. If the price is not paid within this period, the company will be in default and the Supplier may demand daily \_\_\_\_\_ % interest rate from the Company.

## **V. Shipping Insurance**

All risks of loss or damage to the Products shall pass from the Supplier to the Company when the Products are delivered to the Company. Correspondingly, the Supplier is obliged to take out the appropriate insurance for any damage or loss that may occur during shipping.

Otherwise, the Supplier will be responsible for the loss and damage that occurred during shipping.

## **VI. Product Warranty**

The Supplier warrants that the products sold and delivered to Company conforms to the specifications as well as the technical and quality standards required, and free from defects.

In case of any damage or defect to the product by which damage is not caused by the Company, such product shall be replaced by the Supplier within \_\_\_\_\_ from the date of notice to Supplier of such damage, or repair the products without additional cost to the Company, if repairable. Otherwise, reimburse the Company for the cost of the products found to be defective or damaged.

## **VII. Force Majeure**

Supplier shall not be responsible for damages for delays caused by reason of force majeure; such as due to earthquake, flood, war, or in cases of inclement weather that shall prevent the delivery of the goods to the Company. Supplier shall notify the Company as soon as possible the incident and shall be made in writing thereafter.

## **VIII. Miscellaneous Provisions**

**SEVERABILITY** - The clauses and provisions contained in this Agreement are intended to be read separately. In case any provisions hereto are found to be invalid by a competent court, such invalidity shall affect only the said provision and the rest of the remaining provisions shall remain valid and enforceable.

**AMENDMENTS** - No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Parties.

**ASSIGNMENT** - Unless otherwise expressly stated in this Agreement, the parties may not assign the rights, obligations, liabilities, or interests hereunder without the written consent of the other Party hereto.

**NON-WAIVER** - Failure of the Parties to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way affect the validity of this Agreement.

**GOVERNING LAW** - This Agreement shall exclusively be construed and is governed in accordance with the laws of the State of \_\_\_\_\_.

The parties hereto have executed and made this Agreement effective on the day above written.

**The Supplier**

**The Company**

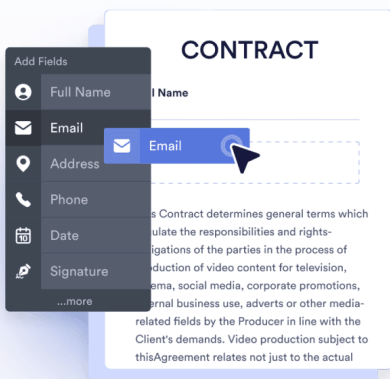


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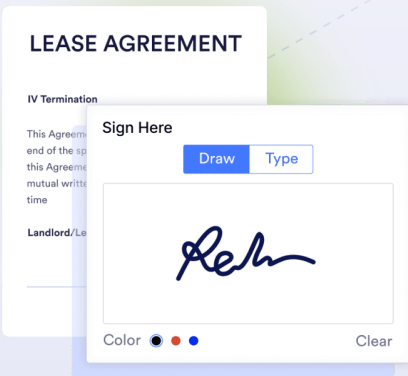
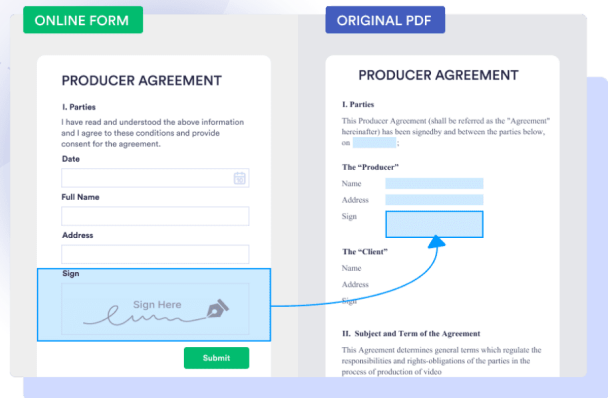
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