

BUSINESS CONTRACT

Contract Reference Number: _____

Effective Date: _____

PARTIES:

1. The Seller:

Name or Business: _____

Registered Address: _____

Company Number (if applicable): _____

2. The Buyer:

Name or Business: _____

Registered Address: _____

Company Number (if applicable): _____

RECITALS:

WHEREAS, the Seller carries on business as described herein and agrees to sell certain goods and/or services to the Buyer subject to the terms and conditions set forth in this Contract; and WHEREAS, the Buyer agrees to purchase such goods and/or services from the Seller under the terms of this Contract.

TERMS AND CONDITIONS:

1. DEFINITIONS

In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings: 'Contract' means this Business Contract including any schedules, annexures, and amendments thereto; 'Goods' means the goods to be supplied by the Seller as detailed in Schedule A; 'Services' means the services to be provided by the Seller as described in Schedule B.

2. SALE OF GOODS AND/OR SERVICES

The Seller agrees to sell and the Buyer agrees to purchase the Goods and/or Services described in the schedules attached to this Contract in accordance with the terms and conditions set out herein.

3. PURCHASE PRICE AND PAYMENT

The total purchase price payable by the Buyer for the Goods and/or Services is set out in Schedule C. Payment shall be made by the Buyer to the Seller by the method and on the schedule described therein. Time for payment shall be of the essence.

4. DELIVERY

The Seller shall deliver the Goods and/or provide the Services at the time(s) and place(s) specified in Schedule D. Risk in the Goods shall pass to the Buyer on delivery. The Buyer shall inspect the Goods upon delivery and notify the Seller promptly of any shortages or defects.

5. WARRANTIES AND REPRESENTATIONS

The Seller warrants that it has full capacity and authority to enter into this Contract and perform its obligations. The Goods supplied shall conform to the specifications and be free from defects in material and workmanship for a period of 12 months from delivery, unless otherwise specified in Schedule E. The Seller makes no other warranties, express or

implied, except as set out herein.

6. LIABILITY AND INDEMNITY

Except for death or personal injury caused by the Seller's negligence, the Seller's liability under or in connection with this Contract shall be limited to the value of the Contract. The Buyer shall indemnify the Seller against any claims, losses, damages, liabilities, costs, and expenses arising from the Buyer's negligence or breach of this Contract.

7. CONFIDENTIALITY

Both parties agree to keep confidential all information disclosed in connection with this Contract which is designated as confidential or which ought reasonably to be considered confidential, and not to use or disclose such information except as necessary to perform their obligations under this Contract or as required by law.

8. TERMINATION

Either party may terminate this Contract by written notice if the other party commits a material breach and fails to remedy it within 30 days of notice. Termination shall be without prejudice to any rights or remedies accrued prior to termination.

9. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control including acts of God, war, terrorism, riot, embargo, acts of civil or military authorities, fire, flood, or strikes.

10. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with this Contract.

11. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to its subject matter.

12. AMENDMENTS

No amendment or variation of this Contract shall be valid unless in writing and signed by the duly authorised representatives of both parties.

13. NOTICES

Any notice or other communication required under this Contract shall be in writing and shall be delivered by hand, pre-paid post or email to the address or email of the relevant party stated in this Contract.

14. SEVERABILITY

If any provision of this Contract is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

15. WAIVER

No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any further exercise.

16. ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations under this Contract without the prior written consent of the other party.

17. COUNTERPARTS

This Contract may be executed in any number of counterparts each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute the same agreement.

18. SIGNATURES

This Contract shall be signed on behalf of the parties by their duly authorised representatives.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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