

SUPPLIER AGREEMENT

Location: _____ Contract Reference No.: _____

Supplier Information:

Company Name: _____

Registered Address: _____

Company Registration Number: _____

VAT Number: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Company Name: _____

Registered Address: _____

Company Registration Number: _____

VAT Number: _____

Contact Person: _____

Phone/Email: _____

Agreement Details:

Effective Date: _____

Scope of Supply: _____

Delivery Terms: _____

Payment Terms: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following words shall have the meanings given to them: “Agreement” means this Supplier Agreement including all schedules and annexures; “Supplier” means the party providing goods or services under this Agreement; “Client” means the party receiving the goods or services.

Clause 2 – Supply of Goods and Services

The Supplier agrees to supply and the Client agrees to purchase the goods and/or services as specified in this Agreement, in accordance with the terms, conditions, and specifications set out herein.

Clause 3 – Price and Payment

The Client shall pay the Supplier the price for the goods and/or services as set forth in this Agreement. Payment shall be made within the agreed payment period following receipt of a valid invoice, subject to any agreed retention or withholding.

Clause 4 – Delivery and Acceptance

The Supplier shall deliver the goods and/or perform the services to the Client at the time and place agreed. The Client shall inspect the goods/services promptly upon delivery and notify the Supplier of any non-conformity or defects within a reasonable period.

Clause 5 – Title and Risk

Title to the goods shall pass to the Client upon full payment, unless otherwise agreed. Risk in the goods shall pass to the Client upon delivery to the agreed location, except where otherwise stated.

Clause 6 – Warranties and Representations

The Supplier warrants that all goods and services supplied under this Agreement shall be of satisfactory quality, fit for purpose, and comply with all applicable laws and regulations in the UK.

Clause 7 – Compliance with Laws

The Supplier shall comply with all applicable laws, regulations, and codes of practice, including but not limited to health and safety, data protection, anti-bribery, and environmental legislation.

Clause 8 – Confidentiality

Each party shall keep confidential all information obtained from the other party under or in connection with this Agreement, except where disclosure is required by law or agreed in writing.

Clause 9 – Intellectual Property Rights

Any intellectual property rights arising from the supply or use of the goods and/or services under this Agreement shall be owned as stipulated herein or remain the property of the respective party.

Clause 10 – Liability and Indemnity

The Supplier shall indemnify the Client against any claims, losses, or damages arising from breach of this Agreement, negligence, or infringement of third-party rights, subject to any limitations set herein.

Clause 11 – Term and Termination

This Agreement shall remain in force until terminated by either party giving written notice in accordance with the agreed notice period. Termination shall not affect accrued rights or liabilities.

Clause 12 – Force Majeure

Neither party shall be liable for failure or delay in performing its obligations due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, or governmental actions.

Clause 13 – Notices

All notices required to be given under this Agreement shall be in writing and delivered by hand, recorded post, or email to the addresses specified in this Agreement.

Clause 14 – Assignment and Subcontracting

Neither party may assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other party, except as otherwise permitted herein.

Clause 15 – Entire Agreement

This Agreement constitutes the entire understanding between the parties relating to its subject matter and supersedes all prior agreements, representations, and negotiations.

Clause 16 – Amendments

Any amendment or variation to this Agreement must be in writing and signed by authorised representatives of both parties to be valid.

Clause 17 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in

full force and effect.

Clause 18 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

Clause 19 – Data Protection

Both parties shall comply with applicable data protection laws and regulations in relation to any personal data processed in connection with this Agreement.

Clause 20 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and/or by electronic signature, each of which shall be deemed an original and all of which together constitute one and the same instrument.

SUPPLIER'S AUTHORIZED SIGNATORY

CLIENT'S AUTHORIZED SIGNATORY

Signature: _____

Signature: _____

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