

SUPPLY AGREEMENT

Location: _____ Date: _____

Supplier Information:

Company Name: _____

Registered Address: _____

Company Registration Number: _____

Contact Name: _____

Phone/Email: _____

Buyer Information:

Company Name: _____

Registered Address: _____

Company Registration Number: _____

Contact Name: _____

Phone/Email: _____

Supply Details:

Description of Goods: _____

Quantity: _____

Unit Price (GBP): _____

Total Price (GBP): _____

Payment Terms:

Payment Method: _____

Payment Schedule: _____

Delivery Terms:

Delivery Location: _____

Delivery Method: _____

Delivery Schedule: _____

Clause 1 – Definitions

The terms used in this Agreement shall have the meanings set out in the clauses below or as otherwise expressly defined herein.

Clause 2 – Supply of Goods

Supplier agrees to supply and Buyer agrees to purchase the goods described above in accordance with the terms and conditions of this Agreement.

Clause 3 – Quality and Inspection

Supplier warrants that all Goods supplied shall conform to agreed specifications, be of satisfactory quality, and fit for

purpose. Buyer shall have the right to inspect the Goods upon delivery and reject any non-conforming Goods.

Clause 4 – Delivery

The Goods shall be delivered to the Delivery Location and by the Delivery Method and Schedule specified above. Risk passes to Buyer upon delivery unless otherwise agreed.

Clause 5 – Title and Risk

Title to the Goods shall pass to Buyer upon full payment unless otherwise agreed. Risk shall pass as per delivery terms.

Clause 6 – Price and Payment

The total price payable and payment terms are as specified above. All payments shall be made in GBP unless agreed otherwise.

Clause 7 – Late Payment

If Buyer fails to pay any amount when due, Supplier may charge interest on the overdue sum at the statutory rate under UK law.

Clause 8 – Warranties and Representations

Supplier represents that it has full authority to enter into this Agreement and that the Goods supplied shall comply with all applicable UK laws and regulations.

Clause 9 – Liability and Indemnity

Supplier's liability shall be limited to direct damages arising from breach of this Agreement. Neither party shall be liable for indirect or consequential damages. Each party shall indemnify the other against claims arising from its negligence or breach.

Clause 10 – Force Majeure

Neither party shall be liable for failure or delay in performing obligations caused by events beyond reasonable control including but not limited to natural disasters, acts of government, or strikes.

Clause 11 – Confidentiality

Both parties shall keep confidential all information disclosed during the term of this Agreement and shall not disclose it to any third party without prior written consent, except as required by law.

Clause 12 – Term and Termination

This Agreement shall continue until all obligations are fulfilled unless terminated earlier by either party for material breach with prior written notice.

Clause 13 – 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 courts of England and Wales.

Clause 14 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter.

Clause 15 – Amendments

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

Clause 16 – Notices

All notices shall be in writing and delivered by hand, recorded delivery post, or electronic mail to the addresses specified by the parties.

Clause 17 – Severability

If any provision is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Clause 18 – Assignment

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

Clause 19 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

Clause 20 – Counterparts

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

SUPPLIER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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