

COMPANY NAME

MASTER SUPPLY AGREEMENT

GENERAL INFORMATION		
FULL NAME OF CUSTOMER	INTERNET ADDRESS	
STREET ADDRESS	TELEPHONE NUMBER	
CITY, COUNTY , POSTAL CODE	FAX	
IDENTIFICATION NUMBER / REFERENCE	NAME AND TITLE OF AUTHORISED PERSON	
BILLING INFORMATION		
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)	INTERNET ADDRESS	
STREET ADDRESS	TELEPHONE NUMBER	
CITY, COUNTY , POSTAL CODE	FAX	
NAME OF CONTROLLER OR ACCOUNTING MANAGER	NAME OF ADDRESSEE	TITLE
TERMS AND CONDITIONS		
<p>THE CUSTOMER WISHES TO PROCURE PRODUCTS AND SERVICES FROM (COMPANY NAME). THE CUSTOMER AND (COMPANY NAME) HAVE AGREED TO ENTER INTO THIS MASTER SUPPLY AGREEMENT TO ENABLE THE CUSTOMER TO PROCURE THE ITEMS SET OUT IN (COMPANY NAME) SUPPLY ORDERS FROM TIME TO TIME PURSUANT TO BUCKS NET'S SUPPLY TERMS AND CONDITIONS. EACH PURCHASE SHALL BE MADE PURSUANT TO A WRITTEN (COMPANY NAME) SUPPLY ORDER. THE ATTACHED SUPPLY TERMS AND CONDITIONS SHALL APPLY WITH RESPECT TO ALL PURCHASES BY THE CUSTOMER FROM (COMPANY NAME).</p> <p>THE MASTER SUPPLY AGREEMENT SHALL REMAIN IN EFFECT AND SHALL NOT TERMINATE EXCEPT ON WRITTEN NOTICE IN ACCORDANCE WITH (COMPANY NAME)'S SUPPLY TERMS AND CONDITIONS. UPON SUCH TERMINATION, ALL AMOUNTS OWED TO (COMPANY NAME) UNDER THE MASTER SUPPLY AGREEMENT AND ALL SUPPLY ORDERS BETWEEN THE PARTIES SHALL BECOME IMMEDIATELY DUE AND PAYABLE. EXCEPT AS OTHERWISE PROVIDED THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL CONTINUE TO BIND THE PARTIES, AND ANY SUCCESSORS AND PERMITTED ASSIGNS OF THE PARTIES, AFTER TERMINATION OF ANY SUPPLY ORDER OR THE MASTER SUPPLY AGREEMENT.</p>		
INTERNAL USE ONLY		
PRIMARY BUCKS NET OFFICE	NAME OF ACCOUNT MANAGER	TELEPHONE NUMBER AND EXTENSION
(COMPANY NAME) CUSTOMER NUMBER	CUSTOMER PURCHASE ORDER NUMBER	OTHER
AGREEMENT		
<p>THIS MASTER SUPPLY AGREEMENT (THIS "AGREEMENT") IS MADE BETWEEN (COMPANY NAME) OF _____ ADDRESS _____ ("(COMPANY NAME)") AND THE ABOVE REFERENCED CUSTOMER ("THE CUSTOMER"), AND SHALL BE EFFECTIVE AS OF THE DATE OF EXECUTION BY BOTH PARTIES.</p>		
_____	AUTHORISED CUSTOMER REPRESENTATIVE SIGNATURE	_____
DATE		NAME
_____	AUTHORISED (COMPANY NAME) REPRESENTATIVE SIGNATURE	_____
DATE		NAME

Supply Terms & Conditions

These Supply Terms & Conditions are the terms of business governing the Master Supply Agreement between (COMPANY NAME) and the Customer and shall be incorporated by reference, deemed a part of, and govern all Supply Orders and all matters for the supply of Products and Services between the parties. (COMPANY NAME) and the Customer, intending to be legally bound, agree as follows:

1. DEFINITIONS

1.1. In these Conditions, unless the context otherwise requires:

“Acceptance Tests”	means the test set out in the Supply Order (if any) to establish whether the Products meet the test criteria pertaining to them in the relevant Supply Order.
“Confidential Information”	has the meaning assigned to it in Condition 16.
“Delivery”	means delivery of the Products or Services in the Supply Order.
“Implementation Site”	means the location identified in the Supply Order where the Products are to be Delivered.
“Price”	means the payment due by the Customer to (COMPANY NAME) for the Products and Services including software license fees (if any) to be paid in accordance with the Supply Order.
“Products”	means the tangible deliverables specified in the Supply Order.
“Project Manager”	means the authorised representative of either party stated in the Supply Order.
“Services”	means installation and/or configuration of the Products as specified in the Supply Order.
“Supply Order”	means (COMPANY NAME)’s document setting out the Products, Price and any further detail concerning their supply to the Customer or to the Customers Order.
“Software”	means the software (if any) in the Supply Order to be supplied to the Customer.
“Subcontractor”	means any subcontractor to whom the execution of any part of the Delivery is assigned by (COMPANY NAME).
“Variation Order”	means an agreement in the form required by (COMPANY NAME) and signed by the Parties’ Project Managers.

2. TERM & TERMINATION

- 2.1. The Master Supply Agreement shall remain in effect until all Supply Order purchases have been paid in full and shall continue thereafter unless terminated by either party upon sixty (60) days prior written notice or upon the occurrence of the circumstances set out in Condition 2 below.
- 2.2. Either party may terminate current Supply Orders and /or the Master Supply Agreement at any time without notice if the other shall present a petition or have a petition presented for its winding up or shall have a liquidator, receiver or administrative receiver or administrator appointed of the whole or any part of its assets or business or an order or resolution is made for its dissolution or liquidation (or the dissolution or liquidation of any of its affiliates), other than for the purpose of solvent amalgamation or reconstruction.
- 2.3. Termination by either party shall not prejudice any remedy that either party may have, at law, in equity or under the Master Supply Agreement. If the Master Supply Agreement is terminated in accordance with 2.2, (a) all amounts owed to (COMPANY NAME) for time, expenses and costs incurred by (COMPANY NAME) shall immediately become due and payable and, (b) Customer shall also pay (COMPANY NAME) for any reasonable costs it incurs resulting from such termination.
- 2.4. If (COMPANY NAME) is in breach of any term of the Master Supply Agreement the Customer shall:
 - 2.4.1. notify (COMPANY NAME) in writing (including sufficient detail to permit (COMPANY NAME) to identify the breach);
 - 2.4.2. co-operate with (COMPANY NAME) and permit (COMPANY NAME) no less than 30 days in which to make reasonable commercial efforts to correct the breach; and
 - 2.4.3. if, after the expiry of this time period and despite (COMPANY NAME)'s commercially reasonable efforts, (COMPANY NAME) has been unable to correct the breach and fails to correct the breach within a further five working days the Customer may terminate the Supply Order with immediate effect by notice in writing.
- 2.5. If the Customer is in breach of any term of the Master Supply Agreement (COMPANY NAME) shall be entitled (without terminating the Master Supply Agreement) to suspend the supply of Products and Services to the Customer until such time as the Customer has corrected the breach. If the Customer fails to correct any breach within 30 days of such notice, (COMPANY NAME) may, at its sole discretion, immediately terminate the Supply Order and/or the Master Supply Agreement by notice in writing. In the event of any breach by the Customer of any term of the Master Supply Agreement that is incapable of remedy (COMPANY NAME) shall be entitled to terminate the Master Supply Agreement and/or all Supply Orders with immediate effect by giving notice in writing to the Customer.

3. PRODUCTS AND SERVICES

- 3.1. (COMPANY NAME) agrees to:
 - 3.1.1. provide the Products and Services set out in Supply Orders expressly accepted by (COMPANY NAME) from time to time;
 - 3.1.2. Deliver the Products and Services at the Implementation Site in accordance with an approved programme (if any);
 - 3.1.3. Obtain for the Customer the non-exclusive right to use Software (if any) in accordance with the Supply Order or the applicable Software licensor's license agreement.

- 3.2. The parties agree that the Products and Services to be supplied by (COMPANY NAME) are limited to those specified in the Supply Order only, and do not include hardware and/or software repair, maintenance and support services. Receipt of Software upgrades, revisions, bug-fixes, patches and other similar Products and Services shall be the responsibility and at the expense of the Customer.

4. **IMPLEMENTATION**

- 4.1. The Customer shall prepare the Implementation Site in accordance with (COMPANY NAME)'s requirements to enable (COMPANY NAME) to Deliver and shall, upon notice from (COMPANY NAME), correct any deficiencies in such preparation. All costs of preparing and correcting deficiencies in the Implementation Site (such as construction, electrical and cabling) will be the responsibility of the Customer.
- 4.2. If during or before Delivery (COMPANY NAME) encounters at the Implementation Site any conditions which would result in an increase in the cost of performing its obligations under the Supply Order, then (COMPANY NAME) shall give the Customer's Project Manager notice of the conditions and of (COMPANY NAME)'s anticipated additional charge under this sub-clause as soon as practicable after becoming aware of the unforeseen conditions.
- 4.3. It shall be a condition precedent to any Price increase under this clause that (COMPANY NAME) gives written notice. Provided such notice is given by (COMPANY NAME), then any additional cost incurred by (COMPANY NAME) in performing its obligations under the Agreement in consequence of the conditions specified in such notice, plus a reasonable profit thereon, shall be paid to (COMPANY NAME) in addition to the Price.

5. **SITE ACCESS**

- 5.1. The Customer shall give (COMPANY NAME) (including its employees and sub-contractors, and their vehicles and equipment) access to the Implementation Site at all times to assist Delivery.
- 5.2. (COMPANY NAME) shall permit the Customer (including its Project Manager, servants and agents) to enter the Implementation Site at all reasonable hours. (COMPANY NAME) shall also permit other contractors or suppliers engaged by the Customer to enter the Implementation Site and execute work or deliver goods at all reasonable hours, but unless the Agreement expressly provides otherwise, (COMPANY NAME) shall not be required to allow them to have such access or facilities as would unreasonably impede its performance of the Approved Programme and/or Delivery. (COMPANY NAME) shall otherwise take full account of and abide by the Customer' Implementation Sites and security rules for contractors.

6. **DELIVERY**

- 6.1. Each party recognises that, although the dates set forth in the Supply Order are approximate only, the Delivery of the Products and Services contemplates and requires the continuing co-operation of both parties. Accordingly, each party shall use its commercially reasonable efforts to accomplish the tasks required for the Delivery of the Products and Services on a timely basis. All dates for Delivery of Products and Services (in whole or in part) shall be extended by a reasonable period if delay is caused by:
- 6.1.1. any act or omission by the Customer, their servants or agents; or
- 6.1.2. any cause beyond (COMPANY NAME)'s reasonable control.
- 6.2. (COMPANY NAME) shall arrange at the Customer 's expense for transportation and Delivery of each Product to the Implementation Site substantially in accordance with the Approved Program (if any), it being recognised that shipping and Delivery dates are approximate only.

- 6.3. The Customer shall be responsible for the accuracy of information provided by it or on its behalf. If any such information proves to be inaccurate and in consequence (COMPANY NAME) incurs any increase in the cost of Delivery or otherwise in performing its obligations under the Master Supply Agreement, then (COMPANY NAME) shall be entitled to be paid those costs immediately on invoicing the Customer.
- 6.4. If at any time (COMPANY NAME)'s performance falls behind an approved program (if any), then the Customer may require (COMPANY NAME) either to take such steps as may be practicable in order to achieve the Approved Program or to revise the Approved Program in the light of the circumstances.

7. PAYMENT

- 7.1. (COMPANY NAME) shall invoice the Customer for the price of the Products and Services provided to the Customer (as set out in the Supply Order) and any related additional charges after Delivery and the Customer shall pay (COMPANY NAME) the invoiced sum (including all Taxes) within thirty (30) days of the invoice date.
- 7.2. Written notice of any disputed price and/or charge must be received by (COMPANY NAME) within twenty (20) days of the date of the invoice in question or the Customer shall forfeit its right to dispute such price and/or charge. Such notice shall include the number of the disputed invoice, the items and amounts disputed and a full description of the reason for the Customer withholding payment. Notice of any disputed price and/or charge does not release the Customer from the obligation of paying any remaining balance of the invoice. Upon resolution of the disputed price and/or charge, (COMPANY NAME) may issue a credit note or if (COMPANY NAME) determines that full payment remains due, the Customer shall pay the total amount outstanding to (COMPANY NAME). (COMPANY NAME) reserves the rights to accrue late payment interest for the disputed Price.
- 7.3. Without prejudice to any other rights it may have, (COMPANY NAME) reserves the right to charge interest at two percent (2%) per month above the prevailing base rate of _____ Bank on all overdue amounts, such interest payments to run from the due date of payment until payment in full is received (as well before as after any judgment) and/or to suspend the provision of Products and Services or Delivery of Products and Services until payment in full, including any accrued interest, is received.
- 7.4. The Customer shall indemnify (COMPANY NAME) for and against all costs and expenses incurred by (COMPANY NAME) in recovering any sum due to (COMPANY NAME) from the Customer in the event that the Customer fails to pay in accordance with Condition 7 above.

8. PASSING RISK & TITLE

- 8.1. Liability for loss or damage to Products shall pass to the Customer upon Delivery to the Implementation Site.
- 8.2. Title to Products and all rights in Software (if any) shall be retained by (COMPANY NAME) until, and shall only pass to the Customer as far as is permitted by law upon payment of the Price in full to (COMPANY NAME).
- 8.3. The Customer agrees that in the event of default in any payment and failure to cure same within a reasonable time, (COMPANY NAME) shall have, in addition to its rights under the law, the right to repossess all products without further operation of law and without notice to the Customer.

9. ACCEPTANCE

- 9.1. Following the Delivery of the Products, (COMPANY NAME) may if required by the Purchase Order and in the presence of the Customer, carry out the Acceptance Tests to satisfy itself that the Products are compliant with the acceptance criteria (if any) pertaining to them.

- 9.2. The Products and Services shall be deemed to be accepted by the Customer 3 working days following completion of the Acceptance Tests (if any) or alternatively within 3 working days of Delivery if written notice to the contrary has not been received by (COMPANY NAME) in the Supply Order.
- 9.3. If in the course of the Acceptance Tests the Customer discovers that a Product does not comply with the documentation, the Customer shall notify (COMPANY NAME) in writing within 3 days and such notice shall include sufficient detail to allow (COMPANY NAME) to identify and address any non-conformity. After investigation and correction by (COMPANY NAME) (if necessary) the Acceptance Tests shall be re-performed immediately.

10. SOFTWARE

- 10.1. If the Products include Software, the Customer shall enter into all Software licences required by licensors of the Software.
- 10.2. In the event of any conflict between the terms of the applicable Software licensor's licence agreement and these Conditions, the Software licensor's conditions shall only prevail relation to the Software.

11. PROJECT MANAGER

- 11.1. The parties recognise that the successful Delivery of the Products and Services will require continuous supervision, and each party therefore agrees to designate a project manager (each, a "Project Manager") upon whose written orders and decisions the other party may rely.

12. WARRANTY

- 12.1. (COMPANY NAME) warrants that any Products provided pursuant to the Master Supply Agreement, at the time of Delivery, will be free from any and all liens and encumbrances of any party. The Customer acknowledges that (COMPANY NAME) acts as a reseller only of the Products provided to the Customer under these Conditions, that (COMPANY NAME) neither designs, publishes nor manufactures any of the Products, and that (COMPANY NAME) therefore disclaims any and all warranties as to the year 2000 compliance of any Products and Services and, unless otherwise specifically agreed to in writing between the parties, (COMPANY NAME) shall have no liability with respect to the failure of any Product to be year 2000 compliant. The Customer acknowledges that its sole warranty, if any, as to the year 2000 compliance of any Product, is limited to any such warranty given by the manufacturer or publisher of the Product, as the case may be.
- 12.2. (COMPANY NAME) warrants that Services shall be performed in a professional and workmanlike manner; provided, however, that such warranty shall not be deemed to be a representation or warranty as to the year 2000 Compliant status of any Products.
- 12.3. EXCEPT AS EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLY ORDER, THE PRECEDING IS (COMPANY NAME)'S ONLY WARRANTY CONCERNING THE PRODUCTS AND SERVICES (IF ANY) PROVIDED TO CUSTOMER UNDER THESE CONDITIONS, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM.
- 12.4. (COMPANY NAME) is not responsible for the Customer's loss of data. The Customer is responsible for maintaining current backups of all data. Any warranty does not cover infection of any customer system with a virus. All work necessary for (COMPANY NAME) to remove a virus will be billed to the

Customer. (COMPANY NAME) will not be responsible for service or work arising from abuse, misuse, illegal use or modification of the Products by anyone other than by (COMPANY NAME).

12.5. For the purposes of this Section, "Year 2000 Compliance" and "Year 2000 Compliant" mean that any designated item of software, firmware, microcode, computer hardware, or other automated device containing any microprocessor or microcontroller, individually or configured together as a system, will correctly:

12.5.1. recognise, accept, compare, sequence, store, retrieve, display, compute and process date-data relating to century and day-of-the-week recognition, including single century formulas and multi-century formulas, leap years;

12.5.2. exchange date-data and interface with other software, firmware and computer hardware with which it interacts, provided, that such interacting software, firmware or computer hardware is itself capable of properly and correctly exchanging accurate date-data; and

12.5.3. accept and respond to two-digit date-data input in a manner that resolves any ambiguities as to the century in a defined, predetermined and appropriate manner.

13. (COMPANY NAME)'S LIABILITY

13.1. The parties agree that it is reasonable in the circumstances that in no event shall any failure of any kind on the part of (COMPANY NAME) give rise to liability exceeding the Price for loss of revenue, loss of business, loss of anticipated savings, or any other direct loss or damage arising for any reason whatsoever, save that nothing contained in these Conditions seeks to limit (COMPANY NAME)'s liability for death or personal injury arising from the negligent act or omission of (COMPANY NAME)'s agents or employees.

13.2. (COMPANY NAME) can help Customers to select Products, but the assessment and selection of the Products are the Customer's sole responsibility (COMPANY NAME) undertakes only that in giving such advice/assistance (if any) it has acted in good faith and has not been wilfully misleading

13.3. (COMPANY NAME) shall not be liable to the Customer for loss of goodwill, reputation or any type of indirect loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or (COMPANY NAME) had been advised of the possibility of the Customer incurring the same.

13.4. (COMPANY NAME) shall not be liable for imperfect work caused by any inaccuracies in any drawings, bills of quantities or specifications supplied by the Customer.

13.5. The Customer indemnifies and shall hold (COMPANY NAME) harmless against all and any loss, damage, claim or otherwise arising due to the death, personal injury or damage to the property of employees, agents or (COMPANY NAME)'s sub-contractors whilst on the Customer's premises for the purposes of Delivery and which arise due to the negligence, acts or omissions of the Customer, its agents or employees.

14. FORCE MAJEURE

14.1. (COMPANY NAME) may, without liability, delay performance or cancel any Supply Order on account of force majeure or other circumstances beyond its control including, but not limited to, acts of God, war, riot, fire, earthquake, explosion, flood, strike, lockout, injunction or telecommunications, electrical or source of supply failure, or the unavailability of services, personnel, products or materials.

15. CONFIDENTIALITY

- 15.1. Confidential Information shall mean all information identified in writing as being confidential, which is obtained from the Customer by (COMPANY NAME), or from (COMPANY NAME) by the Customer or is generated by (COMPANY NAME) in connection with the Agreement, other than information:
- 15.1.1. which becomes generally available in the public domain other than by the unauthorised actions of either of the parties to the Master Supply Agreement; or
 - 15.1.2. which has or may come into the possession of one party otherwise than in breach of a duty of confidence to the other party; or
 - 15.1.3. which is already in the possession of a party with the right to disclose.
- 15.2. (COMPANY NAME) shall not, without the previous written consent of the Customer, use, publish or disclose to any person, nor cause nor permit any of its servants, agents or sub-contractors to use, publish or disclose any Confidential Information otherwise than for the performance of its duty under the Agreement.
- 15.3. The Customer shall not, without the previous written consent of (COMPANY NAME), use, nor cause nor permit any of its servants or agents to use any Confidential Information received by the Customer otherwise than for the operation of the Products.

16. ASSIGNMENT

- 16.1. The Customer shall not, without (COMPANY NAME)'s prior written consent, assign any benefit or obligation under the Agreement to any other person in whole or in part.
- 16.2. (COMPANY NAME) may, subject to notifying the Customer in writing, subcontract the performance of any of its obligations under the Master Supply Agreement as (COMPANY NAME) considers expedient. The subcontracting by (COMPANY NAME) of any of the benefits or obligations under the Agreement in whole or in part shall not relieve (COMPANY NAME) in any way whatsoever of its responsibility for due performance of the Agreement in accordance with its terms.

17. GENERAL PROVISIONS

- 17.1. These Conditions, the Master Supply Agreement and Supply Orders entered into from time to time, set forth the entire understanding between the parties and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the Supply of Products and Services. Any additional Supply Orders issued by the Customer shall be for its administrative purposes only and none of its terms and conditions shall be of any force or effect against (COMPANY NAME). Each Supply Order, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement the terms and conditions of the Master Supply Agreement for the purposes of that engagement only. No other agreements, representations or warranties, whether oral or written, shall be deemed to bind (COMPANY NAME) with respect to the subject matter of these Conditions. Neither these Conditions nor any Supply Order may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of the Master Supply Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 17.2. If any provision of these Conditions is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of these Conditions, and all provisions not affected by such invalidity shall remain in full force and effect.
- 17.3. The Customer may not commence a suit or legal action on account of a default by the other party in the performance of any of its obligations under the Master Supply Agreement, unless it has given (COMPANY NAME) written notice of the default, specifying the nature and circumstances thereof. The Customer shall give notice at least thirty (30) days prior to the commencement of the suit or legal action.

- 17.4. The waiver by (COMPANY NAME) of a breach or default in any of the provisions of the Master Supply Agreement by the Customer shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 17.5. Any notice to be served under the Master Supply Agreement shall be in writing and served upon the recipient at its address set out above, either by hand or by first class post or facsimile transmission and shall be deemed served 48 hours after posting if sent by post, on Delivery if delivered by hand, on receipt of a successful facsimile transmission sheet if confirmed in writing within the following two working days.
- 17.6. In the event of a conflict between any Supply Order and these Conditions these Conditions shall prevail.
- 17.7. These Conditions shall be governed by and construed in accordance with _____ law and the parties submit to the exclusive jurisdiction of the _____ courts.

Sample Preview

Sample Preview