Framework Supply Agreement

Fictional Northfield matter. Prepared by Morgan Bell, 27 January 2025.

Framework Supply Agreement between Northfield Supplies Ltd, a company registered in England under number 08814270 (the Supplier), and Brackenmoor Retail Ltd, registered under number 09927731 (the Buyer). Signed copy, executed on 27 January 2025. Recitals: (A) the Supplier manufactures and distributes catering consumables and ambient grocery lines; (B) the Buyer operates a chain of forty-two convenience stores in the north of England; (C) the parties wish to set out the terms on which the Buyer may place Orders from time to time.

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1. Interpretation. 1.1 Business Day means a day other than a Saturday, Sunday or public holiday in England. 1.2 Goods means the products listed in the Price Schedule, as updated under clause 5. 1.3 Order means a purchase order placed through the Buyer’s ordering portal. 1.4 References to a clause are to a clause of this Agreement, and headings do not affect interpretation. 1.5 No Order creates an obligation on the Buyer to place any further Order, and the Buyer gives no commitment as to volume.

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2. Orders and delivery. 2.1 Each Order forms a separate contract on these terms. 2.2 The Supplier shall deliver the Goods to the Buyer’s regional depot at Fenmoor Industrial Estate within five Business Days of acceptance. 2.3 Risk in the Goods passes on delivery; title passes on payment in full. 2.4 The Buyer shall inspect each delivery and record any shortfall on the delivery note before the driver leaves.

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3. Quality and recall. 3.1 The Goods shall conform to their specification, be of satisfactory quality and carry at least two thirds of their shelf life on delivery. 3.2 Where a product recall is required by law or reasonably requested by the Buyer, the Supplier shall manage the recall at its own cost and keep the Buyer informed daily. 3.3 Each party shall keep traceability records for six years.

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4. Price and payment. 4.1 Prices are fixed until 31 December 2025 and may then be reviewed once a year. 4.2 The Buyer shall pay each undisputed invoice within 45 days of the end of the month in which it is received. 4.3 If the Buyer disputes an invoice in good faith, it shall pay the undisputed part and the parties shall resolve the balance under clause 16. 4.4 Interest on late payment runs at 4% a year above the base rate of the Bank of England.

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5. Indemnities. 5.1 The Supplier shall indemnify the Buyer against loss arising from any claim that the Goods caused injury, illness or damage to property, except to the extent the claim results from the Buyer’s improper storage. 5.2 The Buyer shall indemnify the Supplier against loss caused by any instruction to label the Goods with a claim that the Buyer supplied. 5.3 A party seeking to rely on an indemnity shall give prompt notice of the claim, allow the other party to conduct the defence and give it reasonable assistance.

6. Liability. 6.1 Neither party is liable for loss of profit, loss of business or any indirect loss. 6.2 Subject to clause 6.1, each party’s total liability under this Agreement in any calendar year is limited to the greater of ?400,000 and the charges paid in that year. 6.3 Clause 6 does not limit the indemnity in clause 5.1 for injury or illness.

7. Insurance. The Supplier shall maintain product liability insurance of not less than ?5,000,000 for any one occurrence with a reputable insurer, and shall produce the certificate on request.

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8. Term and termination. 8.1 This Agreement continues until terminated in accordance with this clause. 8.2 Either party may terminate on 90 days’ notice in writing, given at any time after the first anniversary of signature. 8.3 Either party may end this Agreement at once if the other becomes insolvent or commits an irremediable material breach. 8.4 Termination does not affect Orders already accepted, which shall be completed on these terms unless the Buyer cancels them.

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8A. Forecasting and promotions. The Buyer shall share a rolling thirteen-week forecast each Monday and give at least six weeks’ warning of any promotion likely to raise demand for a line by more than 30%. The Supplier shall use reasonable endeavours to meet promotional volumes but is not in breach if a promotion was not forecast as required. Each party shall nominate a demand planner, and the planners shall meet each fortnight to compare forecast accuracy, review lines at risk of running short and agree substitutes for any line that cannot be supplied.

8B. Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, including fire, flood, failure of a public utility, epidemic or government action, but strikes by a party’s own workforce are not such an event. The affected party shall tell the other promptly, keep it informed and use reasonable efforts to mitigate the effect. If the event continues for more than eight weeks, the parties shall meet to agree how supply may be resumed or moved to another site.

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9. General. 9.1 Neither party may assign this Agreement without the other’s consent. 9.2 This Agreement is the entire agreement between the parties about its subject matter. 9.3 It is governed by English law. Signed for the Supplier by Ada Mercer, General Counsel, and for the Buyer by Imogen Tarrant, Commercial Director.