

## SUPPLY AGREEMENT

**This contract constitutes a standard contract, written in general terms, by the law firm of Philippe & Partners. This basic model should be completed to correspond to the specifics of the contractual relationship to be instituted. The law firm of Philippe & Partners can adapt this model in individual cases. In other cases, the liability of the aforementioned law office cannot be engaged.**

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### **BETWEEN THE UNDERSIGNED:**

**X, company [legal form], which has its registered office situated at (...), registered with (...) under the number (...), validly represented by (...) acting in his/her capacity as (...);**

Hereafter referred to as the “**Supplier**”

**ON THE ONE HAND**

**AND,**

**Y, company [legal form], which has its registered office situated at (...), registered with (...) under the number (...), validly represented by (...) acting in his/her capacity as (...);**

Hereafter referred to as the “**Buyer**”

**ON THE OTHER HAND**

The companies X and Y will hereafter be referred to individually as the “Party” and collectively as the “Parties.”

The Parties agree to sign this Contract under the following clauses and conditions:

## 1. Object

Within the framework of this Supply Contract, the Supplier agrees to deliver to the Buyer for the price and according to the terms set in the Contract, the Goods included on the order form.<sup>1</sup>

## 2. Definitions

Within the framework of this Contract, the following terms have the following meaning;

- **Business Days:** this term refers to all days except Saturdays, Sundays and holidays;
- **Business Hours:** between ... and ... on Business Days;
- **Goods:** all the goods, found in Appendix II, produced and supplied by the Supplier.
- **Notification:** written document sent by a means of communication assuring proof of delivery, as well as of the date, of reception of the letter;

## 3. Duration

**3.1 Option A.** This Contract is concluded for a fixed duration. It will remain in force from (...) to (...). At the end of this period, the contractual relationship will end without the requirement of a notification period or of a formal notice. However, if at the end of this period, the Parties continue to perform the Contract, it is presumed to have been renewed for the same duration, unless the Parties agree otherwise. The Contract may be renewed in this way (...) times.

**3.2 Option B.** This Contract is concluded for an indeterminate duration. Each Party has the right to end it, subject to Notification to the other Party of its intention and with respect to a Notification period of (...) months, unless the Parties agree otherwise.

## 4. Relationship Between the Parties

**4.1** The Parties will perform this Contract as independent professionals and will assume the risks of this activity.

**4.2** The relationship existing between the Provider and the Company cannot in any case be considered similar to an employment relationship, or interpreted as creating an agency or distribution contract. In a similar fashion, no clause in this Contract can be interpreted as creating a partnership, an association or a joint venture between the Parties.

## 5. Liabilities

**5.1** The Parties will be liable for their failures committed during the performance of this Contract.

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<sup>1</sup> See the model at the end of the Contract.

## **6. Non-Competition Clause**

The Buyer agrees personally and on behalf of its employees, directly or indirectly, not to possess, not to administer and not to intervene in any way in the design process, manufacture or distribution of the Goods. This commitment will be valid throughout the term of this Contract.

## **7. Methods of Performance of the Contract**

**7.1** When the Buyer desires to purchase Goods from the Supplier, it shall notify the Supplier with an order specifying the conditions for its execution<sup>iii</sup>.

**7.2** Within (5)<sup>iv</sup> Business Days, the Supplier shall inform the Buyer whether or not it is able to execute the order and, where appropriate, the reasons for this denial. After this period, the Supplier is presumed to have accepted the order.

**7.3** The Buyer can amend or cancel an order (...) days before the expected date of delivery, without incurring any charges. If it does not respect this period, it must pay (...) % of the price for the ordered Goods.

## **8. Supplier's Obligations**

**8.1** The Supplier agrees to provide Goods which conform with the requirements of the Contract and of the purchase order and with no defects.

**8.2** The Supplier grants the Buyer the right to use the trademark, trade name, copyright, label, patents, licenses and all other advertising media, only in the context of promoting the Goods.

## **9. Buyer's Obligations**

**9.1** The Buyer shall return to the Supplier, no later than the (...) of each year, an estimate of the volume of Goods that it plans to order as well as a schedule of deliveries proposed for the coming year.

**9.2** The Buyer shall promote the Goods of the Supplier.