

# MASTER SUPPLY AGREEMENT

## Vendor Terms for Hardware Supply

This Master Supply Agreement (“Agreement”) is effective as of the date of the last signature below and made between:

Company Name
Located at
With Company Number

### “Company”

and

Customer Name
Located at
With Company Number

### “Customer”

1. Background. Company has developed and manufactured certain technology products described in Schedule A, including software, firmware documentation and spare parts/repair items (the “Products”). Company will provide Products to the Customer pursuant to this Agreement.

2. Orders. Customers may purchase Products by issuing a purchase order with adequate details (quantity, model, ship to, etc.) or submitting an order through the Company’s website orders portal. The Customer is responsible for ensuring that the details of the order and any specifications provided by the Customer are accurate and complete in all respects. No contingency contained on any Customer purchase order shall be binding upon Company, and terms of this Agreement shall apply, regardless of any additional or conflicting terms in other correspondence with Customer.

3. Shipping and Delivery. Upon acceptance of Customer’s purchase order, Company will ship Products to the delivery address specified by Customer. Delivery is deemed to occur upon collection of the Product by the shipper/carrier at Company’s shipping location. Risk in the Products shall pass to the Customer on delivery. The Company will not be liable for any delay in the delivery of the Products or failure to deliver the Products if, in either circumstance, it is caused by the Customer’s failure to provide the Company with adequate delivery instructions or such other information as shall be necessary or relevant to the supply or delivery of the Products. If Company fails to deliver the Products, Company’s liability is limited to the costs incurred by the Customer in obtaining replacement products of equivalent description and quality, less the price of the Products.

4. Payment. Unit prices for the Products are set out in Schedule A. The Company shall invoice for the Products (and any other charges for packaging, insurance, and delivery of the Products) on completion of delivery. The title to the Products shall pass to the Customer on payment in full of the invoice and any other sums which may then be due under this Agreement. Each invoice shall be paid in full in cleared funds within 30 days of the date stated on the invoice. Any payment under this Agreement which is not made on the due date shall be subject to interest at the annual rate of five per cent above the Bank of England base

rate from time to time. Any amounts which fall due under the Agreement shall be paid in full without set-off, counterclaim, deduction or withholding.

5. Warranties. The Company warrants to the Customer as follows: (1) Products will be of good quality, design, material, and workmanship and will conform in all respects with their description in Schedule A; and (2) the Products will be without material fault. Customer’s rights under this Agreement are to the exclusion of, to the extent possible, any statutory terms implied in favour of the Customer pursuant to the Sale of Goods Act 1979 and any other applicable legislation. If, within 30 days of receipt of the Products, Customer provides notice in writing to the Company that the Products do not comply with the warranty in this Clause 5 and the Company is provided with the opportunity to inspect the Products upon their being returned to the Company by the Customer, the Company shall at its sole discretion have the option of repairing, replacing, or refunding any Products found to be defective. Company shall not be liable to the Customer for any breach of the warranty if: (1) the Customer fails to comply with any applicable instructions for use, installation or storage of the Products; (2) any fault or defect is as a result of reasonable wear and tear, use, or damage caused by the Customer; and (3) the fault or defect arises as a result of any specification provided by the Customer or request for bespoke design or features. Upon expiration of the warranty period, maintenance is available for purchase by Customer pursuant to separate terms which Company can supply on request.

7. Proprietary Rights. Intellectual property rights in the Products are and shall remain the property of Company. Subject to Customer’s payment of the applicable invoice, Customer is granted a perpetual, non-transferable license to use software, firmware and data installed with the Product for the purpose of operating the Product in its internal operations only. Except to the extent expressly permitted by applicable law, Customer may not translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Products without the Company’s prior written consent.

8. Liability. The Company’s total aggregate liability to the Customer shall not exceed the higher of (A) amounts paid by Customer to Company for Products ordered or (b) £100,000.00. The following categories of loss are wholly excluded, and the Company shall not be liable to the Customer in relation to them: (i) loss of sale or business or opportunity or profits; (ii) loss of or damage to goodwill or reputation; (iii) loss of contracts; and (iv) indirect or consequential loss howsoever arising. Nothing in this Agreement (including the limitations in this paragraph) shall limit any liability that cannot be limited by law, including liability for death or personal injury caused by negligence or fraud or negligent misrepresentation.

9. Confidentiality and Privacy. The confidentiality terms attached at Schedule B will apply to the parties’ dealings under this Agreement. In addition, the parties undertake to comply with the provisions of UK GDPR and the Data Protection Act 2018 as amended and all other relevant data protection legislation in force from time to time. Neither

party shall disclose personal data to the other party unless it has a lawful basis to do so under such legislation. Where this agreement may involve data processing, the parties shall enter into a separate data processing agreement.

11. Taxes. The prices and any additional charges payable under this Agreement are exclusive of any applicable VAT and other sales tax, which shall be paid by the Customer at the rate and in the manner prescribed by law upon submission of a valid tax invoice.

12. Assignment. Neither party may assign, charge or transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other party, provided, however, that the Company may assign, charge, or transfer its obligations under this Agreement pursuant to a corporate acquisition, stock restructure, shareholder buy-out or similar reorganisation of its business.

13. Termination. This Agreement will remain in effect for an initial period of one calendar year from the effective date. The term will renew for additional one-year periods unless either party provides written notice not to renew at least 30 days before the expiration of the year anniversary of the term. Upon termination or nonrenewal for any reason, the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest. If there have been any Products supplied to the Customer for which no invoice has been dispatched to the Customer, the Company shall submit an invoice, which shall be payable by the Company immediately on receipt. Termination or expiration shall not affect any accrued rights or remedies as at termination.

14. Termination for cause. If there is an alleged material breach of this Agreement, the non-breaching party will provide fourteen days prior notice to the other party of the alleged breach and provide a reasonable opportunity to cure. If, following the fourteen days, the non-breaching party is not satisfied, the non-breaching party may terminate the Agreement with immediate effect.

15. Force Majeure. The Company shall not be liable for any failure or inability to deliver the Products as a result of a force majeure event, which shall include any circumstance not in a party's reasonable control, including, without limitation: (i) acts of God or other natural disaster; (ii) epidemic or pandemic; (iii) industrial action, lockouts, labour or trade disputes; (iv) non-performance by suppliers or sub-contractors; and (v) any law or any action taken by a government or authority, including the imposition on any expert or input restriction, quota, or prohibition.

15. Governing law. This Agreement is to be interpreted under the laws of England and Wales. The parties agree that the courts of England and Wales have exclusive jurisdiction over disputes related to this Agreement. This Agreement represents the entire agreement of the parties regarding the Services and supersedes all prior discussions or writings. No modification of this Agreement will be effective unless in writing and signed by the parties. The Agreement does not create any right enforceable by any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

16. Severability and Waiver. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted to best accomplish the objectives of such

unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Executed and agreed by both parties as of the dates indicated below:

**For Company**

**Signature**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**For Customer**

**Signature**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

## Schedule A

### Description of Products

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**Product Name:**

Part no:

Specification:

Software/firmware:

**Unit Price per Product:**

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**Collection Point:**

Attn:

Street Address:

Address 2:

City:

Post code:

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**Ship to:**

Attn:

Street Address:

Address 2:

City:

Post code:

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**Company Payment Details:**

Account Name:

Bank:

Sort Code:

Account Number:

## SCHEDULE B

### Confidentiality Obligations

1. "Confidential Information" means information concerning the Purpose (defined below) and any information regarding each party's plans, designs, costs, prices, finances, marketing plans, business opportunities, investments, personnel, suppliers, research and development activities and internal know-how that is conspicuously designated as "Confidential," "Proprietary" or with a similar legend. Information disclosed orally will only be considered confidential if it is identified as such in writing promptly following the disclosure (for example, in meeting notices). A party who receives any confidential information of the other is known as the "Receiving Party", and a party who discloses information to the other is known as the "Disclosing Party."

2. The Receiving Party may use the Confidential Information only to fulfil its obligations under the Master Supply Agreement and discuss potential business opportunities with the Disclosing Party ("Purpose"). The Receiving Party may disclose Confidential Information only to employees and subcontractors who need to know the information and are under an obligation of confidentiality when they receive it. The Receiving Party must keep all Confidential Information strictly confidential and not disclose it to any third party without the written consent of the Disclosing Party. Finally, the Receiving Party agrees that databases, apps, tools or other digital materials of the Disclosing Party contain valuable confidential information and agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble them.

3. The Receiving Party will not be obligated under this Agreement with respect to any Confidential Information which: at the time of its disclosure was in the public domain; after disclosure came into the public domain for any reason (except breach by Receiving Party); was lawfully in the Receiving Party's possession before such disclosure; was subsequently communicated to the Receiving Party from a third party without obligations of confidentiality; or was developed by employees or agents of Receiving Party who had no access to any Confidential Information.

4. Regardless of the date of termination of the Agreement, obligations of confidentiality will continue for 3 years from the date of receipt of Confidential Information.

5. Confidential Information is provided on an "as is" basis, with no warranty or representation as to accuracy. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may also be appropriate to protect such rights.

6. Upon termination or expiration of the Agreement, or written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all documents and other materials containing Confidential Information; erase all the Confidential Information which is stored in electronic form (to the extent possible); and notify Disclosing Party that it has complied with the requirements of this clause. The Receiving Party may retain materials to the extent required by law and to demonstrate its compliance with this clause.

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognises and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. The Receiving Party will not make, have made, use or sell for any purpose any

product or other item using, incorporating or derived from any Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other, license any products or services to the other, or require the Disclosing Party to disclose any Confidential Information. Nothing in this Agreement shall establish any partnership, joint venture, or agency between the parties.

8. The Receiving Party shall indemnify and keep fully indemnified the Disclosing Party at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses) and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Disclosing Party arising from any breach of this Agreement by the Receiving Party and from the actions or omissions of any representative of the Receiving Party.