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# SUPPLY OF GOODS & SERVICES AGREEMENT

GLS Solutions Pte Ltd



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THIS AGREEMENT is dated: \_\_\_\_\_

**BETWEEN:**

- (1) **[PARTY A]**, a company registered in [Country], with commercial licence number [●] and having its registered office at [●] ("**Seller**"); and
- (2) **[PARTY B]**, a company registered in [Country], with commercial licence number [●] and having its registered office at [●] ("**Purchaser**"),

(collectively the "**Parties**", and each a "**Party**" to this Agreement).

**RECITALS**

- A.** The Customer is a leading provider of building materials globally and wishes to purchase certain Deliverables in connection with its business.
- B.** The Supplier is a supplier of the Deliverables that are contemplated under this Agreement.
- C.** The Customer wishes to purchase, and the Supplier has agreed to sell, the Deliverables, subject to and in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

**PART A | DEFINITIONS AND INTERPRETATION**

1. **DEFINITIONS**
2. **INTERPRETATION**

**PART B | TERM & PRECEDENCE**

3. **TERM**
4. **PRECEDENCE**

**PART C | PURCHASE ORDERS & FORECASTING**

5. **PURCHASE ORDERS**
6. **FORECASTING**

**PART D | DELIVERABLES**

7. **DELIVERABLES**

**PART E | DELIVERY AND ACCEPTANCE**

8. **DELIVERY AND ACCEPTANCE**

**PART F | DELAY**

9. **DUTY TO INFORM**
10. **EXTENSION OF TIME**

**PART G | PERSONNEL**

11. **PERSONNEL**

**PART H | SITES AND HEALTH & SAFETY**

12. **ACCESS**



**PART I | PERFORMANCE ASSURANCES**

- 13. SERVICE LEVELS
- 14. DEFECTS LIABILITY
- 15. WARRANTIES

**PART J | KEY CUSTOMER RIGHTS**

- 16. CO-OPERATION
- 17. AUDIT
- 18. MITIGATION
- 19. SUSPENSION
- 20. RIGHTS AND REMEDIES

**PART K | PAYMENT TERMS AND TAXES**

- 21. PAYMENT
- 22. TAXES

**PART L | TITLE AND RISK**

- 23. TITLE
- 24. RISK

**PART M | PART M | INDEMNITIES**

- 25. INDEMNIFIED MATTERS
- 26. CONDUCT OF PROCEEDINGS

**PART N | LIABILITY**

- 27. UNLIMITED LIABILITY
- 28. LIMITED LIABILITY
- 29. PHYSICAL DAMAGE

**PART O | INSURANCE MATTERS**

- 30. INSURANCE

**PART P | TERMINATION AND FORCE MAJEURE SCENARIOS**

- 31. MUTUAL TERMINATION RIGHTS
- 32. CUSTOMER SPECIFIC TERMINATION RIGHTS
- 33. CONSEQUENCES OF TERMINATION
- 34. FORCE MAJEURE

**PART Q | NTELLECTUAL PROPERTY RIGHTS**

- 35. EXISTING IPR



- 36. NEW IPR
- 37. IPR INDEMNITY
- 38. PART R | DISPUTES
- 39. DISPUTES
- 40. SPECIFIC PERFORMANCE

**PART R | PRIVACY**

- 41. CONFIDENTIALITY
- 42. DATA PROTECTION

**PART S | CONTRACT MANAGEMENT**

- 43. CO-OPERATION
- 44. AUTHORISED REPRESENTATIVES

**PART T | CORPORATE CONDUCT MATTERS**

- 45. ANTI-BRIBERY AND CORRUPTION
- 46. REPUTATION
- 47. LABOUR COMPLIANCE
- 48. ENVIRONMENTAL PROTECTION

**PART U | AGREEMENT AND CHANGES**

- 49. SCOPE CHANGES
- 50. ENTIRE AGREEMENT AND COUNTERPARTS
- 51. ASSIGNMENT AND NOVATION
- 52. SUBCONTRACTING
- 53. WAIVERS
- 54. SEVERABILITY AND ILLEGALITY

**PART V | NATURE AND NON-EXCLUSIVITY OF DEALING**

- 55. RELATIONSHIP
- 56. NON-EXCLUSIVITY
- 57. THIRD PARTY RIGHTS

**PART W | CONTRACT ADMINISTRATION**

- 58. SUPPLIER QUALIFICATION
- 59. NOTICES
- 60. VARIATION
- 61. LANGUAGE





**PART X | GOVERNING LAW**

**62. GOVERNING LAW AND JURISDICTION**



**PART Y | EXECUTION**

**EXECUTED** as an Agreement on the date and year first above written.

**Signed** for and on behalf of

[•]

as its duly authorised representative:

^ \_\_\_\_\_  
Signature of authorised representative

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Name & title of authorised representative (print)

^ \_\_\_\_\_  
Name of witness (print)

**Signed** for and on behalf of

[•]

as its duly authorised representative:

^ \_\_\_\_\_  
Signature of authorised representative

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Name & title of authorised representative (print)

^ \_\_\_\_\_  
Name of witness (print)



## **SCHEDULE 1 | DEFINITIONS**

### **1. DEFINITIONS**

- 1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meaning:



**SCHEDULE 2 | DELIVERABLES**

1. **DEFINITIONS**
2. **SERVICES**
3. **GOODS**
4. **STANDARDS**
5. **DOCUMENTATION**
6. **TERRITORY**
7. **SITES**
8. **KEY PERSONNEL**
9. **SUPPLIER TOOLS AND EQUIPMENT**
10. **SPECIFICATIONS**
11. **AUTHORISED REPRESENTATIVES**



**SCHEDULE 3 | DELAY DAMAGES**

1. **DEFINITIONS**
2. **DELAY DAMAGES**



**SCHEDULE 4 | RESPONSIBILITY MATRIX**

1. **DEFINITIONS**
2. **RESPONSIBILITY MATRIX**
3. **COMPREHENSIVE UNDERSTANDING**



**SCHEDULE 5 | DELIVERY PROCEDURE**

1. **DEFINITIONS**
2. **DELIVERY SCHEDULE**
3. **REJECTION OF DELIVERABLES**
4. **PACKING DISPATCH AND TRANSPORT (OF GOODS)**
5. **EXAMPLE DELIVERY SCHEDULE**



**SCHEDULE 6 | ACCEPTANCE**

1. **DEFINITIONS**
2. **FACTORY ACCEPTANCE TESTING AND PROCEDURES**
3. **ACCEPTANCE GENERALLY**
4. **ACCEPTANCE PRINCIPLES**
5. **ACCEPTANCE CRITERIA**
6. **ACCEPTANCE TESTING**
7. **ACCEPTANCE CERTIFICATES**





**SCHEDULE 7 | SERVICE LEVELS**

- 1. DEFINITIONS**
- 2. GENERAL**
- 3. KEY PERFORMANCE INDICATORS**
- 4. REQUIRED SERVICE LEVELS**
- 5. MEASUREMENT & REPORTING**
- 6. SERVICE CREDITS**
- 7. RELIEF EVENTS**
- 8. CRITICAL FAILURES**



**SCHEDULE 8 | PAYMENT TERMS**

1. **DEFINITIONS**
2. **GENERAL PAYMENT TERMS**
3. **CURRENCY**
4. **INVOICING**
5. **DISPUTED INVOICES**
6. **CHARGES**
7. **OTHER PAYMENTS**



**SCHEDULE 9 | INSURANCE**

- 1. DEFINITIONS**
- 2. SPECIFIC INSURANCE OBLIGATIONS**



**SCHEDULE 10 | WARRANTY OBLIGATIONS**

1. **DEFINITIONS**
2. **DEFECT LIABILITY PERIOD**



**SCHEDULE 11 | CUSTOMER POLICIES**

1. **DEFINITIONS**
2. **HEALTH & SAFETY POLICY**
3. **ANTI-BRIBERY & CORRUPTION POLICY**
4. **SECURITY POLICY**
5. **SUPPLIER CODE OF CONDUCT**