

DRAFT FOR DISCUSSION PURPOSES ONLY

SUPPLY AGREEMENT

between

[_____]

and

[_____]

SUPPLY AGREEMENT

This Agreement is dated _____ and is made between:

1. [_____] , whose registered office is [_____] , at [_____] ,
The Netherlands, hereinafter referred to as "**SUPPLIER**", duly represented by
[_____];
2. [_____] , whose registered office is at [_____] , [_____] ,
hereinafter referred to as "**BUYER**", duly represented by [_____];

Whereas:

- a) Buyer is engaged in the development, supply, marketing and distribution of various types of [_____] products in the [_____] industry;
- b) The SUPPLIER is engaged in the supply of various supplies and materials;
- c) BUYER wishes to purchase from the SUPPLIER certain quantities of products.

The parties agree as follows

1. SUPPLIER'S UNDERTAKINGS

- 1.1 The SUPPLIER shall supply BUYER that during the period of this Agreement Sample-products for testing purposes only.
- 1.2 The products will conform to BUYER Specifications. The products shall only be used for [_____]. By signing this Agreement BUYER declares and covenants that the products do comply with its Specifications.
- 1.3 The SUPPLIER shall not be liable for any defects in the products, also when these are caused by BUYER's error or negligence in relation to the Specification.

2. PURCHASE ORDERS AND DELIVERY

- 2.1 Purchase Orders will be placed by BUYER with minimum order quantities per product per Purchase Order as listed in Appendix A of this Agreement.

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- 2.2 The products must be delivered to the address detailed on the Purchase Order. The products shall be delivered "as is" which is agreed upon by BUYER.

3. **PRICING AND PAYMENT**

- 3.1 The prices for products purchased by BUYER from the SUPPLIER shall be those listed in Appendix A of this Agreement. The prices are exclusive VAT and ex-works.
- 3.2 Invoices must be submitted to the address detailed on the front of the Purchase Order. Payment terms shall be; payment on order.

4. **Improvements/ amendments**

BUYER is sole and only responsible and is accountable for any improvements or amendments to any product that BUYER wishes to be incorporated into (solar-) products or any modification thereto or modifications which it wishes to be made to the product itself from time to time.

5. **INDEMNITY**

- 5.1 The BUYER shall indemnify SUPPLIER against all liability, loss, damage, cost and expense incurred or suffered by BUYER, its directors or employees resulting from claims made or legal proceedings instituted by any Third Party in respect of death or bodily injury, which are the result of the BUYER's failure regarding the use or implementation of products or where any claim is due to a defect in the Specification, or the Technology or the Equipment to which amendments or modifications may be made by Buyer or Third Parties so designated by Buyer. Such indemnity will include the reimbursement of the legal expenses reasonably incurred by SUPPLIER in contesting or defending such claims.
- 5.2 BUYER hereby waives any claim on and arising from (the delivery of) the products and SUPPLIER shall not be held accountable or liable in relation thereto, which is accepted by SUPPLIER.

6 **HEALTH, SAFETY and ENVIRONMENTAL**

- 6.1 It is the sole responsibility of the BUYER or its sub-contractors to comply with Health, Safety and Environmental regulations regarding the products purchased and used in which way whatsoever being amendments or modifications. In that respect BUYER is also responsible for any working instructions regarding the use of the

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products if necessary and needed for properly executing any activities executed by BUYER or a third party so designated by BUYER.

- 6.2 The Buyer is responsible and may be held accountable for the results of any relevant tests on the products which have been carried out on or in connection with them, and about any conditions necessary to ensure that they will be safe and without risks to health when properly used.

7. **GENERAL**

- 7.1 This Agreement shall constitute all the terms agreed between the parties hereto in respect of the subject matter of this Agreement and can only be changed, and agreed, in writing by both parties.

- 7.2 The SUPPLIER shall not assign or transfer this Agreement or any part of it without the prior written consent of BUYER.

- 7.3 If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

- 7.4 Failure or delay by BUYER in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any its rights under this Agreement.

- 7.5 Any waiver by BUYER of any breach of, or any default under, any provision of this Agreement by the SUPPLIER will not be deemed as a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

This agreed and signed at [_____] on [_____]

For and on behalf of
Supplier.

SIGNED BY: _____

For and on behalf of
BUYER

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