

# master contract of sale

**Contract No** [Enter your reference number]

**Date of Contract** [Enter date]

**Customer Purchase Order No** [Enter customer reference number]

**Customer Name** [Enter customer name]

**Account No** [Enter customer account number]

**Full Property Address** [Enter customer address]

**Contact** [Enter customer contact name]

**Position** [Enter customer contact's position]



Product Code	Description	Carton Size	Unit Price	Annual Quantity	Sub Total

**Full Contract Total £** (excluding VAT)

## Conditions of Contract

### 1. Duration

- 1.1 This contract is effective from **[Enter date]**
- 1.2 for a period of **[Enter date / time]**
- 1.3 expiring on **[Enter date]**
- 1.4 A three-month cancellation period applies. Cancellation of a contract must be put in advance of ceasing to order. Cancellation notice must be given by the customer, in writing and will be acknowledged in writing by **[enter name or position]**.

### 2. Pricing

- 2.1 The prices stated above are valid provided the agreed annual quantities are taken on or before the expiry date of this contract as stated above. **[Enter your company name]** reserves the right to vary the price if the Customer fails to purchase the agreed annual quantity before the expiry date.
- 2.2.1 Prices are subject to VAT or other applicable sales taxes at the appropriate rate at time of delivery.



2.2.2 [Enter your company name] reserves the right to increase the pricing where the applicable commodity costs increase by the rate of 5% as a trend over any 3-month period. Any changes will be notified in writing.

### 3. Currency

3.1 [Enter your company name] reserves the right to increase the pricing where the applicable currency rate increases by the rate of 2.5% as a trend over any 3-month period. Any changes will be notified in writing.

### 4. Artwork

4.1 There may be a variance of +/- 5% on Pantone Colours

4.2 [Enter your Company name] reserve the right to make additional charges for any alterations to Logos

4.3 Charges for Artwork (and any changes to Artwork) are additional to the price

- **Not Applicable / Artwork charges are as follows:**

**DO NOT WRITE ARTWORK CHARGES ARE INCLUDED**

### 5. Payment

5.1 *New Customer –*

The first order is on a Pro-forma basis. Full payment is to be received before production can commence.

Credit facilities may be granted subject to satisfactory bank and trading references

Terms are net, within 30 days of invoice date to the bank account stipulated on the invoice.

The prices stated above are conditioned upon strict adherence of these terms

5.2 *Existing Customers –*

Terms are net, within 30 days of invoice date to the bank stipulated on the invoice.

The prices stated above are conditioned upon strict adherence of these terms.



## 6. Availability

6.1 Initial Lead-time is [Enter no of weeks/days] after receipt of any artwork

Initial delivery quantity is [Enter quantity]

Required by [Enter date]

Stock quantities are subject to a standard variance of +/- 5%

No of call offs... [Enter quantity]

6.2 Stock forecasting is a fundamental requirement for the maintenance of stock availability. The Customer is required to communicate its call off requirements from main annual contract to **in writing** on a monthly / quarterly basis and in any event in sufficient time to enable [Enter your company name] to meet the Customer's requirements subject to manufacturer's lead-time.

6.3 The Customer shall take delivery of call offs within 28 days notification of receipt into [Enter your company name] warehouse.

## 7. Delivery

7.1 Prior to delivery – all sales order call offs must be accompanied with a purchase order reference or a signed authorisation from the Customer.

7.2 Our standard delivery terms apply. Please see attached terms and conditions.

7.3 For UK deliveries: We aim to deliver within 7 working days from receipt of written confirmation, subject to stock availability.

7.4 For European Community deliveries: We aim to deliver within 21 working days from receipt of written confirmation, subject to stock availability.

7.5 For all other Worldwide destinations: delivery as agreed / negotiated by both parties at time of contract.

7.6 Overnight deliveries are available within the most parts of UK at additional cost – purchase order confirmation must be received **in writing** before 11.30am prior to delivery date.



- 7.7 All deliveries must be signed for by or on behalf of the Customer. [enter your Company name] accepts no liability for deliveries that have not been signed for.
- 7.8 Risk in the products transfer on delivery. Ownership and title only pass upon payment in full to. Please see our standard terms and conditions for full details.

## 8. Carriage Terms

- 8.1 Within the UK carriage is inclusive in the price for 6 cartons or more (excluding off shore islands). Smaller orders are charged on standard delivery terms which are available on request and on our website. For exports carriage terms are to be separately agreed.
- 8.2 Additional Charges apply for overnight requests and direct deliveries from suppliers.

## 9. Delivery Address

[Enter your customer delivery address]

## 10. Invoice Address

[Enter your customer invoice address]

## 11. Quality

- 11.1 All products will comply with the European Community regulations for the product in question.
- 11.2 Duplicate samples of each product ordered from the product list shall be approved and signed off by the parties and one sample is to be safe guarded during the period of this contract by each of the parties.

## 12. Service Levels

- 12.1 [Enter your company name] aims to provide high quality products and services. In order to maintain our quality levels we need the Customer to report to the Customer Service Department at [enter your Company name] all matters which might affect quality within 7 days of their occurrence.
- 12.2 [Enter your company name] and the Customer shall co-operate to maintain the standard of service levels.



**13. Force Majeure**

13.1 [Enter your company name] will not be liable of any occurrence beyond it's control, including, but not limited to: acts of God or the public enemy, expropriation or confiscation of facilities, any form of Government intervention, war, hostilities, rebellion, terrorist activity. Local or national emergency, sabotage or riots, floods, explosions or other catastrophes, national or district strikes or any other concerted acts of workmen or other similar occurrences.

**14. Miscellaneous**

14.1 Our standard terms and conditions are incorporated into this contract. In so far as our standard terms and conditions conflict with this contract our standard terms and conditions shall prevail.

14.2 This contract shall be governed and construed in accordance with laws of England and the Parties hereby agree to submit to the jurisdiction of the Courts of England and Wales.

Signed

**On behalf of** [Enter your company name]

Print Name

Position

Date

I, the undersigned, being a duly authorised representative of the company, accept the terms set out in this document and attachment

Signed

**On behalf of** [Enter your customer company name]

Print Name

Position

Date



**WITNESS**

Signed

**On behalf of** [Enter your customer company name]

Print Name

Position

Date

