**Purchasing agreement for supplies and services**

Between

**SIS Stemmer Imaging Services GmbH**

**Gutenbergstrasse 9-13**

**82178 Puchheim/GERMANY**

………………………………………………………………………………………………

Customer

and

**XX**

……………………………………………………………………………………………

Supplier

the following purchasing terms will be agreed :

**Preamble**

This Purchasing Agreement governs the relationship between the Principal/Customer and the Contractor/Supplier. It shall apply to all orders to be placed in detail for the contractual items described below. The validity of general terms and conditions of the contractor is excluded, even if such are referred to in individual correspondence. This agreement is done by SIS STEMMER IMAGING Services GmbH

**§ 1 Products**

The subject matter of this contract is the appointment of the supplier to supply the products defined in Annex 1.

The subject of the contract is also the longer-term obligation to supply products of the Contractor/Supplier to the Customer and the related claims and obligations of the contracting parties to each other.

The Supplier shall regularly provide information (order number, price, documentation) about new product launches or follow-up products in order to enable the Customer to distribute these products.

The Supplier shall inform about product changes (form, function, specification) 3 month in advance per mail

Discontinuations of products are also made by e-mail, with indication of the "Last Time Buy" date 6 months in advance.

**§2 Authorized territory**

Distributor is authorized to solicit and accept orders for supplier on a non-exclusive basis from prospective third party customer located in the geographical territory comprised by countries of France.

**§ 3 Prices**

The current price list of the supplier with the valid special discount and project prices of the customer applies. The supplier will inform at least 3 months in advance if there is a new version of the price list.

**§ 4 Order acceptance**

Any order is placed in text form by e-mail with the following contents: Defined product, quantity, order code, desired delivery date and delivery address.

**§ 5 Order Confirmations**

The supplier shall send a written order confirmation to the customer within 2 business days after receipt of the order.

Rejections of the order must be made in writing to the customer within 4 business days in writing to the customer including a reason. Both parties agree to inform the respective partner in case of irregularities in orders or order confirmations.

**§ 6 Delivery time & delivery conditions**

The delivery time should generally be as soon as possible, max. 21 days after receiving the order unless a requested date was given in the PO of the customer. The delivery will be made by Incoterm DAP Puchheim.

If the customer sends a monthly forecast to the supplier, the delivery time for the forecast products should be max. 14 days. This also applies to frame orders.

**§ 7 Delay in delivery**

A change in the confirmed delivery date must be made promptly or when it becomes known to the supplier.

The notification of the change of the delivery date must be made before the originally confirmed delivery date, stating the reasons.

**§ 8 Order fulfillment**

The supplier’s services shall be deemed to have been performed and accepted if the Client does not raise objections without delay. The time, place, nature and extent of the defect must be described precisely

**§ 9 Payment**

The transmission of the invoice takes place by e-mail. Payment will be made within 60 days based on the invoice date.

**§ 10** **Support**

Supplier will provide first-line support to the customer, sufficient to determine the cause of problems and promptly notify Supplier if it is determined that such problems are caused by Supplier's products. Supplier will provide Customer with free technical and problem resolution support

**§ 11Warranty**

The warranty period is a period of 36+3=39 months commencing on the date on which the products are shipped to customers. Product warranty and product support is only assured for bona fide customers of supplier products who have registered with customer or supplier.

**§ 12 Contract duration / termination**

The Purchasing Agreement shall valid from xx.xx.2021 and shall be valid for an indefinite period of time. It may only be terminated at the end of a calendar month in writing.

The notice period of both parties shall be 9 months. During this period, the claims and obligations of both contracting parties shall continue to apply.

The customer will be allowed to continue to distribute the products for minimum of 12 Months (phase out period) after the termination date. All agreements incl. pricing will continue in the phase out period.

**§ 13 Written form**

Verbal collateral agreements do not exist. Amendments or supplements to this agreement must be made in writing to be effective.

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Place, Date Place, Date

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Signature STEMMER Signature SUPPLIER

**Appendix 1** Products covered in this agreement

 Pricelist

►Stemmer receives the following discounts from *MidOpt Price Guide* per unique SKU ordered:

* 1-9 pcs: 60% Discount from List Price (Stemmer standard discount)
* 10-24 pcs: Additional 5% discount from standard (0.4\*0.95=0.38 multiplier)
* 25-49 pcs: Additional 10% discount from standard
* 50-74 pcs: Additional 15% discount from standard
* 75-199 pcs: Additional 20% discount from standard
* 200-500 pcs: Additional 25% discount from standard