



Agreement for manufacture, supply
and installation of end of line
automation system

Contents

1	Definitions and interpretation	1
2	Work and materials.....	2
3	Performance of the Work	3
4	Sums to be paid and payment	4
5	Delivery of the Goods	4
6	Risk	5
7	Property.....	5
8	Installation of Goods.....	5
9	Standard of Goods	5
10	The Client’s obligations.....	6
11	Protection of confidential information	6
12	Defects in the Goods.....	7
13	Liability for the Goods.....	8
14	Warranties, liability and indemnities for the Services	9
15	Liability generally	9
16	Termination.....	9
17	General	10
	The Schedule.....	13

THIS AGREEMENT is made on date

PARTIES

- (1) Brillopak Limited a company incorporated in England and Wales under company number 04281723 and whose registered office is at 9 Archers Park, Branbridges Road, Tonbridge, Kent, TN12 5HP (the **Supplier**); and
- (2) **Customer**, Company Number, registered office. (the **Client**).

Background

- (A) The Client wishes to purchase an automated packing and/or palletising system, and on its purchase the Client wishes to have it installed and commissioned at the Client's premises by the Supplier.
- (B) The Supplier has experience in manufacturing, installing and commissioning automated packing and palletising systems.
- (C) The Supplier is willing to manufacture, install and commission an automated packing and palletising system for the Client, and the Client wishes the Supplier to carry out these tasks, all subject to the provisions of this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

Client Action	has the meaning given in clause 2.4;
Completion Date	means [date];
Conditions	has the meaning given in clause 13.2;
Containers	Plastic crates, corrugated trays or cases into which Products are placed for onward transportation
Goods	means the goods to be manufactured by the Supplier, after agreement between the Parties;
Pallets	A portable platform used for storing or moving cargo or freight.
Payment Date	means those dates as set out in clause 4;
Price	means the price to be paid by the Client to the Supplier for the goods and services as set out in the Specification Document
Products	Refers to the client products to be packed or stacked using the Goods. These products might themselves be open or already packed in a primary pack
Services	means the manufacture, installation and commission of any packing, quality assurance or palletising system;

Specification Document	has the meaning given in clause 2.2 and the document attached to this Agreement as the schedule;
Survey	has the meaning given in clause 2.4; and
Work	means the Services and the Goods that the Supplier shall provide for and to the Client.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender;
- 1.2.2 words importing the singular number include the plural number and vice versa;
- 1.2.3 words importing persons include firms, companies and corporations and vice versa;
- 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
- 1.2.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- 1.2.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.7 the headings to the clauses, schedules and paragraphs of this Agreement shall not affect the interpretation;
- 1.2.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.9 where the word **including** is used in this Agreement, it shall be understood as meaning **including without limitation**.

2 Work and materials

2.1 The Supplier has agreed to provide:

- 2.1.1 the Services; and
- 2.1.2 the Goods,

to the Client subject to the provisions of this Agreement.

2.2 At the Commencement of the Work, the Supplier shall submit to the Client a specification for the Goods and Services to be provided. The specification shall include:

- 2.2.1 the Services to be undertaken;
- 2.2.2 the time estimates for the provision of the Services;
- 2.2.3 the Goods to be provided;
- 2.2.4 the Survey as detailed in clause 2.4 below
- 2.2.5 the agreed Site Acceptance Test criteria

- 2.2.6 the site layout drawing; and
- 2.2.7 the sums payable for the Services and for the Goods,

(the **Specification Document**).

- 2.3 On receipt of the Specification Document the Client will sign a copy and return that copy to the Supplier to signify the Client's agreement as to the Work and the sums payable to the Supplier for the Services and the Goods. The Client acknowledges and agrees that no Services will be provided and no Goods ordered until the Supplier has received a signed copy of the Specification Document and payment of the amount due under clause 4.1 below. The Client shall sign and return a copy of the Specification Document within 30 days of the Supplier providing a copy to the Client.
- 2.4 The Supplier will carry out a survey and inspection of the proposed location of the Goods, the current location of any existing packaging systems and conveyors, electrical supply, compressed air supply, all product packs and containers that are to be used on the system, and any other relevant facilities of the Client (the **Survey**). The findings of the Survey will be incorporated into the Specification Document. The Client acknowledges and agrees that the matters detailed in the Specification Document (**Client Action**) which require action on the part of the Client shall be carried out by the time detailed in the Specification Document, but in any event before the delivery of the goods.
- 2.5 The Specification Document may be varied, or added to, from time to time, in writing and signed by both Parties. The changes shall be clearly identified, together with the additional or different sums to be paid by the Client.

3 Performance of the Work

- 3.1 **Goods:** On signature of the Specification Document and payment of 40% of the Price, the Supplier shall commence the manufacture of the Goods.
- 3.2 **Factory Acceptance Test:** Once the Supplier has built the Goods it will arrange for a Factory Acceptance Test to take place at its premises at 9 Archers Park, Branbridges Road, East Peckham, Kent, TN12 5HP, United Kingdom for the Client to inspect the Goods and to ensure that they are in accordance with the Specification Document. This may be by way of an integrated factory acceptance test or a test of the individual components as the Supplier at its sole discretion determines. The Client is entitled to waive the Factory Acceptance Test by confirming such in writing to the Supplier.
- 3.3 **Delivery and Installation:** Upon satisfactory completion of the Factory Acceptance Test or upon the Client waiving the Factory Acceptance test, the Parties shall agree the time and place (if not specified in the Specification Document) for the delivery and installation of the Goods, subject to the availability of the Supplier's staff and agents.
- 3.4 **Training:** Upon installation having been completed and the completion of the Site Acceptance Test criteria as set out in the Specification Document, the Supplier will provide the training as detailed in the Specification Document at a date and time agreed between the parties. In the event that the Client requires additional training time this will incur a further cost to be agreed in writing between the parties.
- 3.5 The Supplier shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.
- 3.6 Time shall not be of the essence:
 - 3.6.1 for the manufacture of the Goods;

- 3.6.2 for the delivery of the Goods;
- 3.6.3 for any times for when the Services are to be performed, whether given or agreed to by the Supplier;
- 3.6.4 for the length of time that any of the Services are to take, whether specified in the Specification Document or otherwise; or
- 3.6.5 for the Completion Date or such other date as agreed by the Parties.

4 Sums to be paid and payment

Unless expressly stated otherwise in the Specification, payment terms are as follows:

- 4.1 When the Supplier and Client have signed this contract, the Supplier shall invoice the Client for an amount equal to 40% of the Price. The Client shall pay the invoice within 30 days of the date of the invoice. The Supplier will not start the manufacture of the Goods until payment is received.
- 4.2 Upon satisfactory completion of the Factory Acceptance Test or the Client waiving the Factory Acceptance Test, the Supplier shall invoice the Client an amount equal to 50% of the Price. The Client will pay the invoice within 30 days of the date of the invoice. The Supplier will not take any steps to deliver or install the Goods until payment of this amount is made.
- 4.3 The Supplier will invoice the final 10% of the Price upon the installation of the Goods and the Site Acceptance Test criteria having been met. The site acceptance test will take place within 10 days of Brillopak stating that the system commissioning process has been completed, or that the system is being used in live production, whichever is the sooner. The Client will pay the invoice within 30 days of receipt of the invoice.
- 4.4 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.
- 4.5 If payment of any sum due under this Agreement is not received by any due date specified for that sum, the Supplier shall be entitled to:
 - 4.5.1 charge interest on the outstanding amount at the rate of 2% a year above the base lending rate of Lloyds Bank plc, accruing daily;
 - 4.5.2 require that the Client make a payment in advance of any Services or part of the Services not yet supplied;
 - 4.5.3 not provide any further Services or part of the Services; or
 - 4.5.4 terminate this Agreement as provided for in clause 16.
- 4.6 All payments shall quote the Supplier's invoice number and other reference numbers including (where applicable) the Specification Document reference number.

5 Delivery of the Goods

- 5.1 The Supplier shall deliver the Goods to the address of the Client on the date that the Supplier shall specify for the delivery following the completion or waiver of the Factory Acceptance Test and the payment of the invoice pursuant to clause 4.2 (the **Delivery Date**).
- 5.2 For the avoidance of doubt, the Delivery Date or other date given under this Agreement is no more than an estimate, and time shall not be of the essence.

- 5.3 The Client must supply the necessary equipment and personnel to offload the Goods from the delivery vehicles.
- 5.4 In the event that the Client fails to provide the necessary equipment and personal to offload the Goods on the Delivery Date or otherwise fails to take delivery of the Goods then, without prejudice to any other remedy that the Supplier may have, it will:
- 5.4.1 store the Goods until actual delivery at the Client's expense (including any cost of insurance); or
 - 5.4.2 after a period of 90 days, sell the Goods at the best price readily obtainable and after deducting all reasonable storage costs and selling expenses account to the Client for the excess over the Price. In the event that the price realised upon such a sale is less than the Price (having deducted any storage costs and selling expenses) the Client will pay to the Supplier the difference between the price realised and the Price;

6 Risk

The risk in the Goods shall pass to the Client on the Delivery Date at the time of delivery or, if the Client fails to take delivery, the time that the Supplier has tendered delivery.

7 Property

The property in the Goods shall not pass to the Client until the Supplier has received the payment of the sums due with regard to the Goods (and any other sums that are due or owing to the Supplier) in full, whether or not delivery has been made.

8 Installation of Goods

- 8.1 The Specification Document sets out the Suppliers requirements and time estimate for installation of the Goods. After the Factory Acceptance Test the Parties will agree a time and date for the installation.
- 8.2 If the Supplier's requirements for installation or the Client Action have not been complied with on the date set for installation resulting in a postponement of the installation date or an extension of the time estimate for the installation, the Client will be liable to pay the Supplier an additional amount for the Supplier's additional labour costs calculated at the standard hourly rates plus VAT per engineer on site, plus any additional travel and accommodation costs.
- 8.3 The installation costs as detailed in the specification document are based on Normal Site working hours (8.30am to 6pm). If the Supplier's installation team are required to work beyond these hours or over a weekend, further charges will apply as detailed in Clause 8.2.
- 8.4 The Client will arrange a time for the Site Acceptance test to take place no later than 10 days of the Supplier confirming that it has completed the Works.

9 Standard of Goods

- 9.1 The Supplier warrants that:
- 9.1.1 it has the necessary skills, experience and capabilities to manufacture the Goods in accordance with the Specification Document;
 - 9.1.2 the Goods that it will manufacture will conform to the Specification Document;
 - 9.1.3 the Goods will be of satisfactory quality and will be free of defects in workmanship or materials;

9.1.4 the Goods (and the process of manufacture) will comply with all applicable legislation, regulations and standards

9.2 Save as set out in clause 9.1 above all conditions or warranties, express or implied (whether by statute or otherwise), are expressly excluded;

10 The Client's obligations

10.1 The Client acknowledges and agrees that in order for the Supplier to be able to provide the Services and manufacture the Goods the Client shall:

10.1.1 permit the Supplier, its employees and agents to carry out the Survey at such times as the Supplier may reasonably specify;

10.1.2 carry out the Client Action as specified in the Specification Document and by the times and dates set out in that document;

10.1.3 unless expressly stated otherwise in the Specification Document:

a. ensure that the floor in the area where the Goods are to be installed is level and structurally capable of supporting the proposed machinery;

b. supply a stable 3 phase 400+/-10 50Hz+/-3% neutral and earth; compressed air at 6 bar minimum.

c. be responsible for connecting the 3 phase supply to the panel incoming isolator on the Goods as specified in the Specification Document.

10.1.4 co-operate with the Supplier as the Supplier reasonably requires;

10.1.5 provide to the Supplier such information and documentation as the Supplier reasonably requires;

10.1.6 obtain all permissions, consents (including, but not limited to, planning permission), and health and safety approvals from such organisations and authorities required for the Goods to be installed and for the Services to be carried out;

10.1.7 make available to the Supplier the facilities, resources, working space, staff, products and production time as specified in the Specification Document and/or as the Supplier reasonably requires from time-to-time during the installation and commissioning process; and

10.1.8 instruct the Client's staff and agents to co-operate and assist the Supplier.

10.2 The Supplier may charge the Client for any additional reasonable costs and expenses incurred by the Supplier caused by the Client's instructions, failure to provide instructions, or failure to comply with clause 10.1.

11 Protection of confidential information

11.1 Each Party (the **Receiving Party**) shall keep the confidential information of the other Party (the **Supplying Party**) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under the Agreement. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of

this clause 11, and ensure that the Receiving Party's officers, employees and agents meet the obligations.

11.2 The obligations of clause 11.1 shall not apply to any information which:

11.2.1 was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;

11.2.2 is, or becomes, publicly available through no fault of the Receiving Party;

11.2.3 is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;

11.2.4 was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of, the confidential information supplied by the Supplying Party;
or

11.2.5 is required to be disclosed by order of a court of competent jurisdiction.

11.3 This clause 11 shall survive termination of this Agreement for a period of 3 years.

12 Defects in the Goods

12.1 The Supplier will, at its option, either make good by repair or by the supply of a replacement, defects which, under proper use, appear in the Goods within a period of 12 months after the Goods have been delivered and installed, provided that:

12.1.1 the Client notifies the Supplier in writing of the claimed defects immediately on their appearance;

12.1.2 the Supplier is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by the Client for which the Supplier has disclaimed responsibility in writing), materials or workmanship;

12.1.3 the defect has not arisen from:

- a. fair wear and tear;
- b. wilful damage of the part of the Client or any third party;
- c. negligence on the part of the Client or any third party;
- d. abnormal working conditions;
- e. the Client's failure to follow the Supplier's instructions (whether written or oral) for the operation, maintenance and cleaning of the Goods;
- f. misuse of the Goods by the Client or any third party; or
- g. alterations and/or repairs to the Goods which have not been approved by the Supplier;
and

12.1.4 if required by the Supplier, any part of the Goods claimed to be defective are returned to the Supplier at the expense of the Client

12.1.5 the Supplier will have no obligation to repair or replace any defect if the Client has not paid the Price in full.

- 12.2 The repaired or replacement Goods will be delivered to the Client at the original place of delivery, but otherwise subject to the provisions of this Agreement.
- 12.3 The remedy provided in this clause 12 is without prejudice to the other provisions of this Agreement, including, without limitation, clause 13 below.
- 12.4 For the avoidance of doubt, but without limiting the provisions of this clause 12, the Supplier will be entitled to charge for the repair and replacement of conveyor belts and other consumables at the rate that they specify from time to time. The Supplier's obligations under this clause shall not apply to such Consumables
- 12.5 It is the Client's responsibility to ensure that products, containers and pallets that are to be serviced by the Goods are of a consistent quality. The Supplier will not be required to carry out any remedial work that is caused by the Client's failure to:
- 12.5.1 ensure that the Products are supplied to the Goods at a regular, consistent interval and that the Products are of uniform shape and size and in good condition.
 - 12.5.2 ensure that Containers that are being serviced by the Goods are properly sealed where appropriate;
 - 12.5.3 ensure that Containers which are being serviced by the Goods:
 - a. are of a consistent design, thickness and stacking height;
 - b. separate freely;
 - c. are undamaged; and
 - d. have bale arms which move freely to a closed position
 - 12.5.4 ensure that Pallets which are being serviced by the Goods:
 - a. are able to be lifted by 4 sets of 2 fingers without breaking or deforming when fully laden;
 - b. have all the bearing blocks in place and in good condition;
 - c. have all the top and bottom slats present and in good condition with flat faces and no protruding objects;
 - d. have the slats securely secured to the blocks with no gaps
 - e. are presented to the Goods in the correct orientation with the top slat facing up
 - f. are all of the same design
 - g. are free from foreign objects such as stretch wrap

13 Liability for the Goods

- 13.1 The Supplier shall not incur or accept any liability concerning any representation made by the Supplier (or made on the Supplier's behalf) to the Client (or any person acting on behalf of the Client) prior to the making of this Agreement where such representation was made or given in relation to the Conditions.
- 13.2 **Conditions** means:
- 13.2.1 the correspondence of the goods with any description; and/or

13.2.2 the quality of the goods; and/or

13.2.3 the fitness of the goods for any purpose(s) whatsoever (whether made known to the Supplier or not).

14 Warranties, liability and indemnities for the Services

14.1 The Supplier warrants that it will use reasonable care in performing the Services.

14.2 If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Client (if the request is given within 12 months of the Completion Date), the Supplier will re-perform the relevant part of the Services, always subject to clauses 15.1 and 15.2 below.

14.3 The Supplier expressly does not warrant that any result or objective, whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date.

15 Liability generally

15.1 Except in the case of death or personal injury caused by the Supplier's negligence, the Supplier's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the sums paid to the Supplier under this Agreement.

15.2 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

15.3 The Client shall indemnify and hold harmless the Supplier from and against all Claims and Losses arising from loss, damage, liability, injury to the Supplier employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Client by the Supplier, its employees or Suppliers, or supplied to the Supplier by the Client within or without the scope of this Agreement. **Claims** shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and **Losses** shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

15.4 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

16 Termination

16.1 The Supplier may terminate this Agreement if:

16.1.1 the Client does not pay the amount(s) specified in the invoice(s) for the Goods and upon the Supplier giving the Client 14 days' notice following the date specified for the payment of the invoice(s) in clause 4.1;

16.1.2 the Client fails to carry out the Client Action and upon the Supplier giving the Client 14 days' notice following the end of the period specified by the Supplier under clause 10.1.2.

16.2 Without prejudice to clause 16.1 and any other remedies or rights, either Party may terminate this Agreement at any time by written notice to the other Party (**Other Party**) the notice taking effect as specified in the notice:

16.2.1 if the Other Party is in material breach of its obligations under this Agreement, and where a breach is capable of remedy within 14 days, if the breach is not remedied within 14 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or

16.2.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

16.3 If this Agreement is terminated because of a reason specified in clause 16.1 above, then the Client shall pay for all Work carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by the Supplier for the performance of the Work prior to the date of termination.

17 General

17.1 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

17.2 Amendments

This Agreement may be amended only in writing signed by duly authorised representatives of the Parties.

17.3 Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

17.4 Entire agreement

This Agreement contains the whole agreement between the parties in respect of the supply of the Goods and the Services as set out in the Specification Document and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

17.5 Waiver

No failure or delay by the Supplier in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

17.6 Agency, partnership etc

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

17.7 Further assurance

Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

17.8 Severance

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

17.9 Announcements

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

17.10 Notices

17.10.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below, or such other address/email address as that Party may from time to time notify to the other Party in accordance with this clause 17.10.

17.10.2 Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of email messages).

17.10.3 To prove that notice has been given, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched

and despatch of the transmission was confirmed and/or acknowledged as the case may be.

17.11 Law and jurisdiction

The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

17.12 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

AGREED by the Parties

.....

Signed – A Director of the Supplier

.....

Date

.....

Signed – A Director of the Client

.....

Date

THE SCHEDULE
