

# Purchase Framework Agreement

between

**X AG**

(hereinafter referred to as 'X')

and

**Y AG**

(hereinafter referred to as the 'Supplier')

# Table of Contents

Recitals .....	3
1. Subject matter of the Agreement.....	3
2. Scope of supply [and obligation to purchase] .....	3
3. Changes to the Products OPTION .....	4
4. Prices .....	4
5. Payment terms .....	5
6. Delivery / packaging .....	5
7. Individual orders / Exclusion from the GTC.....	5
8. Delivery dates / Delay of performance .....	5
9. Statutory regulations and standards to be adhered to OPTION .....	6
10. Quality assurance / Goods-in inspection.....	6
11. Warranty / Notice of defects .....	7
12. Liability insurance OPTION .....	7
13. The documents or tools made available to the Supplier .....	7
14. Confidentiality .....	8
15. Protection of personal data .....	8
16. Data security.....	8
17. Duration / Termination .....	9
18. Applicable law / Place of jurisdiction / Place of performance .....	9
19. Precedence order of the contractual documents .....	10
20. Final provisions.....	10

# Recitals

X is a **DESCRIPTION OF IN-HOUSE ACTIVITIES AND PRODUCTS OF THE COMPANY**.

The Supplier has extensive experience and expertise in the development, manufacture and supply of products to be delivered to X under this Purchase Framework Agreement (referred to below as the 'Agreement').

The Parties agree on the principles for future supplies and services provided by the Supplier to X.

Neither these recitals nor an introductory clause is mandatory; however, they facilitate the comprehension of the Agreement. Furthermore, said clauses point out certain background facts regarding, for example, the Supplier's extensive experience in a specific field, its high-quality products, as well as the purchaser's (here X) area of specialisation in medical technology, pharmaceutical or automotive industries, for example.

## 1. Subject matter of the Agreement

This Agreement sets out the terms and conditions applicable to the purchase of and prices for the products and/or services listed in **Annex 1** (Products) and delivered by the Supplier as part of X's individual contracts (individual orders or purchase requisitions).

**OPTION** This Agreement also covers the supply of spare parts, the provision of services, as well as the preparation of the requisite technical documentation.

**OPTION** If the Supplier delivers products or supplies services ordered by X that are not covered by this Agreement, they will also be provided under the Agreement, unless otherwise agreed by the Parties.

Said products and services do not have to be specified at this point in the Purchasing Agreement. One option would be to specify these in the Annexes.

## 2. Scope of supply [and obligation to purchase]

The Supplier undertakes to deliver the Products in the quantities agreed in **Annex 2** (Quantities and Price) and at the agreed prices during the term of this Agreement, as well as to provide the resources required for the delivery.

X undertakes, during the term of the Agreement, to purchase the Products in the quantities agreed in **Annex 2** and at the prices agreed in this Agreement.

### **VARIANT:**

X informs the Supplier of its estimated demand for Products in the following [x] calendar months on a monthly basis as part of the rolling demand planning.

The Supplier acknowledges that these are non-binding estimates of the quantities required.

**[SUBVARIANT]** The quantities stated for the first [two] months of the forecasted period are binding on both Parties. The forecasted demand for the [third] month includes X's right to purchase quantities that are [x] % higher. Purchase requisitions for the [fourth] month of the forecasted period are subject to X's right to purchase a quantity which is [y] % higher or lower.