



Date: **INSERT**

To: **INSERT**

Company House Registration Number **INSERT**

(referred to as **you** or **your** or by similar expression)

Dear **INSERT**

Supply Agreement

We, Frizzenti Ltd (**we, us** or similar), are pleased to confirm that we have agreed to supply certain products to you (**Client, you**, or similar) at the licensed premises owned, operated and managed by you (**Premises**) on the terms specified in this letter (**Agreement**), including our Standard Trade Terms and Conditions and Standard Equipment Terms and Conditions, as amended from time to time.

1. Definition

Container	a [] litre container containing our Products supplied to you;
Deposit	[AMOUNT] per set of Equipment delivered by us;
Equipment	the standard dispense equipment delivered and on request installed by us required to carbonise the Products at the Premises;
Re-installation Costs	[AMOUNT] , or as otherwise agreed between the parties in writing prior to the Re-installation, payable for every Re-installation of Equipment;
Re-installation	the de-installation of Equipment at one Premises and new installation of that Equipment at another Premises chosen by you;
Products	the sterilised wine cocktail mixes offered by us from time to time;
Installation Costs	[AMOUNT] , or as otherwise agreed between the parties in writing prior to the installation, payable per set of Equipment;
Minimum Quantity	[AMOUNT] Containers of each Product for each Premises per Year;

OR

[AMOUNT] Containers of Frizzenti Vino Frizzante for **[NAME OF PREMISES]** per Year,

[AMOUNT] Containers of Frizzenti Cabernet Merlot for **[NAME OF PREMISES]** per Year, and

[AMOUNT] Containers of Frizzenti Pinot Grigio for **[NAME OF PREMISES]** per Year;

Term	including the Initial Term and any subsequent Extended Term;
Upfront Order	[AMOUNT] Containers of Frizzenti Vino Frizzante for Premises [NAME OF PREMISES], [AMOUNT] Containers of Frizzenti Cabernet Merlot for [NAME OF PREMISES], and [AMOUNT] Containers of Frizzenti Pinot Grigio for [NAME OF PREMISES] per Year; and
Year	each period of 12 months commencing on the Start Date and/or on every subsequent anniversary of the Start Date.

2. Term

- 2.1. This Agreement shall be deemed to have commenced on the Start Date.
- 2.2. Unless terminated earlier in accordance with clause 11 (Termination) or this clause 2, this Agreement shall continue for 12 months (**Initial Term**) and shall automatically extend for another 12 months' period (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term.
- 2.3. Either party may give written notice to the other party, not later than 6 months before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

3. Supply of Products

- 3.1. You agree to purchase and we agree to supply the Products on the terms of this Agreement (**Order**).
- 3.2. Orders shall be given in writing. We may accept or decline Orders and amendments to an Order at our absolute discretion.
- 3.3. You may order the Products either from us or from a third party distributor. Where applicable, you shall ensure that your third party distributor provides us with your account information no later than 10 working days before the end of the Year in order for us to determine whether you have ordered the Minimum Quantity.
- 3.4. In the event of any conflict between the provisions of this Agreement and those of our currently applicable Standard Trade Terms or our currently applicable Standard Equipment Terms, the provisions of this Agreement shall take precedence.

4. Installation and Maintenance of Equipment

We will install, maintain and repair the Equipment we deem necessary in accordance with our Standard Equipment Terms and Conditions.

5. Your Obligations

- 5.1. You shall ensure that:
 - 5.1.1. the volume stocked of each Product ordered is adequate to meet all reasonable demand for that Product at the Premises; and

- 5.1.2. the Products are prominently displayed in the Premises at least to the same extent as other similar brands.

(Stocking Policy)

- 5.2. You shall procure that the operators, managers, employees, or any other party acting on your behalf (including without limitation, subcontractors or agents) of each Premises comply with the terms of this Agreement.

6. Charges

- 6.1. You shall pay to us:
 - 6.1.1. the price for the Products;
 - 6.1.2. any Re-installation costs; and
 - 6.1.3. if this Agreement is terminated before the end of the Year of the installation, or terminated because of your act or omission or your failure to perform any relevant obligation, the Installation Costs.

7. Minimum Purchase Obligation

- 7.1. You agree to purchase the Minimum Quantity of Containers per Year.
- 7.2. Except to the extent that your failure to purchase the Minimum Quantity is caused by our default, if you purchase less than the Minimum Quantity, we may charge you for any shortfall £30 per Container not ordered in the relevant Year.
- 7.3. The shortfall charge shall be payable within 10 working days of demand for the same.

8. Discount

- 8.1. If your purchase more than the Minimum Quantity for a particular Premises, the following discounts shall apply to all purchases of that Product for that Premises [made in that Year after the Minimum Quantity has been achieved OR made in that Year]:

- 8.1.1. Frizzenti Vino Frizzante: £5 per Container;
- 8.1.2. Frizzenti Cabernet Merlot: £3 per Container; and
- 8.1.3. Frizzenti Pinot Grigio: £3 per Container.

Discounts shall be calculated by reference to the number of Containers purchased of a particular Product for a particular Premises during a particular Year.

- 8.2. After the end of each Year, you shall submit a statement to us showing the quantities of each Product purchased during that Year for the relevant Premises and the discount that is due (**Discount Statement**). Unless we dispute the Discount Statement, we shall set off such discount against future Order invoices.

9. Equipment Deposit

- 9.1. You agree to pay the Deposit to be held by us as security against your default of any loss of or damage caused to the Equipment (in whole or in part).

- 9.2. In the event that you order additional sets of Equipment, we may require to increase the Deposit payable by you. For the purpose of calculating the increased Deposit, the number of sets shall be multiplied by the Deposit amount set out in clause 1.
- 9.3. If you cause any loss or damage to the Equipment (in whole or in part), we shall be entitled to apply the Deposit against such default, loss or damage. You shall pay to us any sums deducted from the Deposit within ten (10) working days of a demand for the same.
- 9.4. The Deposit (or balance thereof) shall be refundable within sixty (60) days of the termination or expiry of this Agreement.
- 9.5. No interest shall be payable on the Deposit.

10. Upfront Order

You agree to make the Upfront Order and accept that the Equipment shall not be installed at the Premises before we receive payment for that Upfront Order.

11. Termination

This Agreement may be terminated subject to clause 2 of this letter, clause 15 of our Standard Trade Terms and Conditions, or clause 10 of our Standard Equipment Terms and Conditions.

12. General

- 12.1. You acknowledge that any information relating to us, or the existence and contents of this Agreement, is confidential and may only be disclosed to a third party with our prior consent.
- 12.2. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party hereby agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 12.3. No provisions of this Agreement are intended to create any rights or benefit enforceable by third parties against you or us under the Contracts (Rights of Third Parties) Act 1999.

We should be grateful if you would sign and return the enclosed duplicate of this letter to confirm your agreement to the terms set out above, including our Standard Trade Terms and Conditions and our Standard Equipment Terms and Conditions attached.

Yours sincerely

Frizzenti Ltd

We, the customer, confirm that we have read, understood and hereby accept the terms and conditions set out above.

Signed:.....

Print Name

(Director)