

Vendor Contract: Frankfurter Würstchen Supply Agreement

This Agreement is made and entered into as of January 1, 2025, by and between:

Vendor:

- **Frankfurter Meisterwurst GmbH**
 - Address: Am Römerhof 12, 60311 Frankfurt am Main, Germany
 - Represented by: [Vendor Representative Name], [Vendor Representative Title]

Client:

- **Sizzle Sizzle Hot Dogs LLC**
 - Address: [Client's Oregon Address]
 - Represented by: [Client Representative Name], [Client Representative Title]

WHEREAS, Vendor is a manufacturer and supplier of high-quality Frankfurter Würstchen (hot dogs); and

WHEREAS, Client operates a hot dog food truck business in Oregon, USA, and desires to purchase Frankfurter Würstchen from Vendor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Work/Services:

- Vendor agrees to supply Client with genuine Frankfurter Würstchen, manufactured according to traditional German standards.
- The Würstchen shall be of the highest quality, using natural casings and premium ingredients.
- Vendor shall provide product specifications upon request, including ingredients, allergens, and nutritional information.

2. Product Specifications and Quantity:

- **Product:** Frankfurter Würstchen, 6-inch length, natural casing.
- **Quantity:** Client shall order a minimum of 2,000 Würstchen per month.
- **Order Frequency:** Client will place orders on the 1st of each month.
- **Order Adjustments:** Client may request adjustments to the monthly quantity with a minimum of 30 days' written notice.

3. Pricing and Payment Terms:

- **Unit Price:** \$0.75 USD per Würstchen, FOB Frankfurt.
- **Currency:** All transactions will be in US Dollars (USD).
- **Payment Method:** Payment shall be made via electronic bank transfer to Vendor's designated account.
- **Payment Schedule:** Client shall pay the total invoice amount within 30 days of the invoice date.
- **Late Payment:** A late payment fee of 1.5% per month will be applied to any outstanding balance beyond the 30-day period.
- **Price Adjustment:** Vendor reserves the right to adjust prices annually, with 60 days' written notice to Client.

4. Delivery and Shipping:

- **Delivery Method:** Vendor will utilize a refrigerated shipping container service to transport the Würstchen to a designated port in Seattle, Washington, USA.

- **Shipping Costs:** Client shall be responsible for all shipping and customs clearance costs from the port of Seattle to their Oregon address.
- **Delivery Time:** Estimated delivery time from Frankfurt to Seattle is 14-21 days. Client will be notified of the shipping dates.
- **Inspection:** Client shall inspect the Würstchen upon delivery and notify Vendor of any damages or discrepancies within 48 hours.
- **Risk of Loss:** Risk of loss or damage to the Würstchen shall pass to Client upon delivery to the designated port in Seattle.

5. Term and Termination:

- **Term:** This Agreement shall commence on January 1, 2025, and continue for a period of one (1) year, automatically renewing for successive one-year terms unless either party provides written notice of termination 90 days prior to the end of the current term.
- **Termination for Cause:** Either party may terminate this Agreement for cause upon 30 days' written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within the notice period.
- **Termination for Insolvency:** Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent or files for bankruptcy.

6. Responsibilities and Obligations:

- **Vendor:** Vendor shall ensure the Würstchen are manufactured and packaged according to all applicable food safety regulations. Vendor will provide all necessary export documentation.
- **Client:** Client shall ensure proper storage and handling of the Würstchen upon delivery. Client is responsible for all import duties and taxes.

7. Confidentiality and Non-Disclosure:

- Both parties agree to maintain the confidentiality of any proprietary or confidential information shared during the term of this Agreement.

8. Intellectual Property:

- Vendor retains all intellectual property rights to the Frankfurter Würstchen recipe and brand.

9. Liability and Indemnification:

- Vendor's liability shall be limited to the replacement of defective Würstchen or a refund of the purchase price.
- Client agrees to indemnify and hold Vendor harmless from any claims arising from Client's handling or resale of the Würstchen.

10. Dispute Resolution:

- Any disputes arising from this Agreement shall be resolved through good-faith negotiation.
- If negotiation fails, disputes shall be settled by binding arbitration in accordance with the rules of the International Chamber of Commerce.
- **Governing Law:** This Agreement shall be governed by the laws of Germany.

11. Compliance with Laws:

- Both parties shall comply with all applicable laws and regulations.

12. Force Majeure:

- Neither party shall be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, war, or natural disasters.

13. Entire Agreement:

- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

14. Amendments:

- This Agreement may only be amended in writing and signed by both parties.

15. Notices:

- All notices shall be in writing and sent via registered mail or email.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Frankfurter Meisterwurst GmbH:

[Vendor Representative Name] [Vendor Representative Title]

Sizzle Sizzle Hot Dogs LLC:

[Client Representative Name] [Client Representative Title]