Contract5 - Review Result

# Part 1. Basic Information

## Q1. Highlight the parts (if any) of this contract related to "Document Name" that should be reviewed by a lawyer. Details: The name of the contract.

## lier shall be given no less t

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## Q2. Highlight the parts (if any) of this contract related to "Parties" that should be reviewed by a lawyer. Details: The two or more parties who signed the contract.

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## Q3. Highlight the parts (if any) of this contract related to "Agreement Date" that should be reviewed by a lawyer. Details: The date of the contract.

## October 1, 2018

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## Q4. 'Highlight the parts (if any) of this contract related to "Effective Date" that should be reviewed by a lawyer. Details: The date when the contract is effective\xa.

## such claims that arise in calendar year 2018, the relevant Annual Total Tolling Fee Margin shall be pro-rated

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## Q5. Highlight the parts (if any) of this contract related to "Expiration Date" that should be reviewed by a lawyer. Details: On what date will the contract\'s initial term expire?'.

## s of this Agreement and to enforce specifically the terms and provisions hereof, in each case (a) without the requirement of posting any bond or other indemnity and (b) in addition to any other remedy to which

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## Q6. Highlight the parts (if any) of this contract related to "Renewal Term" that should be reviewed by a lawyer. Details: What is the renewal term after the initial term expires? This includes automatic extensions and unilateral extensions with prior notice.

## ent) shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d)

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## Q7. Highlight the parts (if any) of this contract related to "Notice Period To Terminate Renewal" that should be reviewed by a lawyer. Details: What is the notice period required to terminate renewal?

## ement (except as specifically provided in this Agreement, in which case such specified rules of construction shall govern with respect to this Agre

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## Q8. Highlight the parts (if any) of this contract related to "Governing Law" that should be reviewed by a lawyer. Details: Which state/country\'s law governs the interpretation of the contract?

## the Tolling Fee Margin, as mutually agreed upon by the Parties.“Batch” means a specific quantity of manufactured material processed either in one (1) process or a series of processes so that it is expected to be homogenous.“Binding Order” has the mean

## Attention: the governing law may not acceptable.

# Part 2. Important clauses for review

## Q9. Highlight the parts (if any) of this contract related to "Termination For Convenience" that should be reviewed by a lawyer. Details: Can a party terminate this\xa0 contract without cause (solely by giving a notice and allowing a waiting\xa0 period to expire)?

## or in equity.  Such remedies shall be cumulative with and not exclusive of and

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## Q10. Highlight the parts (if any) of this contract related to "Audit Rights" that should be reviewed by a lawyer. Details: Does a party have the right to\xa0 audit the books, records, or physical locations of the counterparty to ensure compliance with the contract?

## compromise or defend the Third Party Claim;(ii)        allow the other Party (if it elects to do so) to take over the conduct of all proceedings or negotiations ari

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## Q11. Highlight the parts (if any) of this contract related to "Cap On Liability" that should be reviewed by a lawyer. Details: Does the contract include a cap on liability upon the breach of a party’s obligation? This includes time limitation for the counterparty to bring claims or maximum amount for recovery.

## ment or this Agreement are inconsistent with the terms of the Compliance Requirements, the Compliance Requirements shall prevail.13.02                 No Construction Against DrafterThe Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties.  Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of Law that provides that, in

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## Q12. Highlight the parts (if any) of this contract related to "Warranty Duration" that should be reviewed by a lawyer. Details: What is the duration of any\xa0 warranty against defects or errors in technology, products, or services\xa0 provided under the contract?

## Unless otherwise agreed, Deliveries of Product shall be made by forwarders used by Historical Supplier within the twelve (12) months immediately preceding the Effective Date, provided that Purchaser or Supplier may request the replacement of a forwarder (e.g., for reasonable quality reasons) in which case the Parties shall discuss and agree in good faith on a solution acceptable for both Parties.

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## Q13. Highlight the parts (if any) of this contract related to "Insurance" that should be reviewed by a lawyer. Details: Is there a requirement for insurance that must be maintained by one party for the benefit of the counterparty?

## t, nor shall it prejudice the rights of the other Party.13.11                 Specific PerformanceIn the event of any actual or threatened default or breach of, any of the terms, conditions and provisions of this Agreement, the Party or Parties who are or are to be ther

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