

VENDOR SUPPLY & PROCUREMENT AGREEMENT

Contract Reference: VSA-2025-0201

PARTIES

Buyer: GlobalRetail PLC, 1 Retail Tower, Leeds, LS1 1AA

Supplier: FastSupply Ltd, Unit 5 Logistics Park, Sheffield, S1 2BB

Effective Date: 1 February 2025

Contract Duration: 36 months (3 years), non-cancellable

1. SUPPLY OBLIGATIONS

FastSupply shall supply consumer electronics products as specified in Buyer's purchase orders. Minimum order commitment: GBP 500,000 per quarter. Buyer is obligated to purchase minimum quantities regardless of actual demand. FastSupply guarantees delivery within 5 business days of order confirmation. Products must meet CE certification and UK product safety standards.

2. PRICING

Initial pricing as per Schedule A (attached). FastSupply may adjust pricing quarterly with 30 days notice. No upper limit on price increases is specified. Buyer may not terminate due to price increases during the contract term. Volume discounts apply: 5% for orders over GBP 200,000; 8% over GBP 500,000.

3. DELIVERY & PENALTIES

Delivery SLA: 95% of orders within 5 business days. Penalty for late delivery: 2% of order value per day of delay up to 20% maximum per order. FastSupply is liable for all consequential losses arising from supply failures including lost sales, customer compensation, and reputational damage with NO liability cap specified in this agreement.

4. EXCLUSIVITY

Buyer agrees to purchase exclusively from FastSupply for product categories listed in Schedule B for the full 36-month term. Buyer may not source equivalent products from any other supplier without FastSupply written consent. Breach of exclusivity entitles FastSupply to claim full contract value as damages.

5. WARRANTY & RETURNS

FastSupply warrants products for 12 months from delivery. Defective products will be replaced within 14 days. Return rate above 5% monthly triggers a quality review. Buyer bears all logistics costs for returns. FastSupply may charge a 15% restocking fee on non-defective returns.

6. FORCE MAJEURE

FastSupply may suspend supply obligations for force majeure events with no liability. Definition of force majeure is broadly defined to include supplier insolvency, staff shortages, and 'market disruption.' Buyer cannot terminate for force majeure events lasting less than 6 months.

7. TERMINATION

This agreement is non-cancellable for the full 36-month term by the Buyer. FastSupply may terminate with 30 days notice for any reason. Upon termination by FastSupply, Buyer must pay all outstanding minimum purchase commitments for the remaining contract term immediately.

RISK ASSESSMENT: CRITICAL — No liability cap; unlimited price increases; non-cancellable 3-year term for buyer only; broad force majeure; exclusivity breach = full contract value.