**SUPPLY OF GOODS AGREEMENT**

**Contract No:** 456391

**This Supply of Goods Agreement ("Contract") is made and entered into on November 20, 2023 ("Commencement Date"), by and between:**

**Customer:**

* **Name:** BMW
* **Address:** 56 Park Ln, London W1K 1QB, United Kingdom
* **Representative:** Charlie Singer, Head of Purchasing

**Supplier:**

* **Name:** SteelWorks Ltd.
* **Address:** 123 Industrial Avenue, Sheffield S1 2BP, United Kingdom
* **VAT Number:** GB987654321
* **Representative:** John Mitchell, Head of Sales

**RECITALS**

* **WHEREAS**, the Supplier is engaged in the business of manufacturing and supplying high-quality steel reinforcement bars that meet industry standards and regulatory requirements.
* **WHEREAS**, the Customer desires to purchase, and the Supplier agrees to supply, a specified quantity of such steel reinforcement bars under the terms and conditions set forth in this Contract.

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

### **1. DEFINITIONS AND INTERPRETATION**

1.1 **Definitionsmaterial**

* **"Goods"** shall mean 80 tons of steel reinforcement bars, each conforming to the specifications detailed in Schedule 1 attached hereto, including but not limited to dimensions, grade, and compliance with relevant British Standards.
* **"Delivery Date"** refers to the agreed-upon date of November 20, 2023, by which the Supplier is obligated to deliver the Goods to the Customer at the Delivery Location.
* **"Delivery Location"** means the Customer's designated premises at 56 Park Ln, overLondon W1K 1QB, United Kingdom, where the Goods are to be delivered and accepted.
* **"Contract Price"** denotes the total amount payable by the Customer to the Supplier for the Goods, calculated based on the unit price of $1,100 per ton, totaling $88,000 for 80 tons, subject to the terms of this Contract.

1.2 **Interpretation**

* In this Contract, unless the context requires otherwise, words importing the singular include the plural and vice versa; references to persons include bodies corporate; references to a statute or statutory provision include any modification or re-enactment thereof.

### **2. SCOPE OF CONTRACT**

2.1 **Supply of Goods**

* The Supplier agrees to manufacture, supply, and deliver the Goods to the Customer in accordance with the terms and conditions of this Contract. The Supplier shall ensure that the Goods meet the highest quality standards and are free from any defects in materials or workmanship.

2.2 **Specifications**

* The Goods must strictly adhere to the specifications outlined in Schedule 1, which forms an integral part of this Contract. The specifications include detailed descriptions of the Goods' physical dimensions, material properties, performance criteria, and compliance with relevant British Standards such as BS 4449.

2.3 **Regulatory Compliance**

* The Supplier warrants that the Goods comply with all applicable local, national, and international laws, regulations, and standards, including but not limited to health and safety regulations, environmental laws, and industry-specific guidelines.

### **3. ORDERS AND DELIVERY**

3.1 **Delivery Obligations**

* The Supplier shall deliver the Goods to the Delivery Location on the Delivery Date. The Supplier acknowledges that timely delivery is of the essence in this Contract. Any delay in delivery shall be subject to the penalties outlined in Clause 3.6.

3.2 **Packaging and Handling**

* The Supplier is responsible for ensuring that the Goods are properly bundled, tagged, and secured to prevent damage during transportation. The Goods must be packaged in a manner suitable for the nature of the Goods and in compliance with all relevant packaging regulations and standards.

3.3 **Delivery Documentation**

* Each delivery must be accompanied by a delivery note that includes the Contract Number, description of the Goods, quantity, weight, and any other relevant information required by the Customer.

3.4 **Risk and Title**

* The risk of loss or damage to the Goods shall pass to the Customer upon successful delivery and acceptance at the Delivery Location. Title to the Goods shall pass to the Customer only upon full payment of the Contract Price.

3.5 **Inspection and Acceptance**

* The Customer shall have seven (7) business days following delivery to inspect the Goods. If the Goods do not conform to the specifications or are otherwise defective, the Customer shall notify the Supplier in writing, providing details of the non-conformity or defects. The Supplier shall, at the Customer's option, either replace the defective Goods at no additional cost or refund the corresponding portion of the Contract Price.

3.6 **Penalties for Late Delivery**

* **Acknowledgment of Timeliness**
  + The Supplier acknowledges that timely delivery of the Goods is critical to the Customer's operations and that any delay may cause significant disruption and financial loss to the Customer.
* **Liquidated Damages for Delay**
  + In addition to any other remedies available under this Contract or at law, if the Supplier fails to deliver the Goods by the Delivery Date, the Supplier shall pay to the Customer liquidated damages at a rate of one percent (1%) of the Contract Price for each calendar day of delay, up to a maximum of fifteen percent (15%) of the Contract Price.
* **Calculation and Payment of Liquidated Damages**
  + The parties agree that the liquidated damages specified in this Clause represent a genuine pre-estimate of the losses likely to be suffered by the Customer in the event of delayed delivery and are not a penalty. The Supplier shall pay any liquidated damages due under this Clause within fourteen (14) days of receipt of a written demand from the Customer.
* **Right to Terminate for Extended Delay**
  + If the Supplier's delay in delivering the Goods exceeds fifteen (15) days, the Customer shall have the right to terminate this Contract with immediate effect by providing written notice to the Supplier. In such event, the Supplier shall refund any payments made by the Customer and reimburse the Customer for any additional costs incurred in obtaining substitute goods from an alternative supplier.

3.7 **Underweight and Overweight Deliveries**

* **Underweight Deliveries**
  + If upon inspection and weighing, the delivered Goods are found to be underweight compared to the agreed Delivery Quantity of 80 tons, the Customer reserves the right to reduce the Contract Price proportionally by the percentage by which the Goods are underweight. For example, if the delivery is 2% underweight, the Contract Price shall be reduced by 2%.
* **Overweight Deliveries**
  + If the delivered Goods exceed the agreed Delivery Quantity of 80 tons, the Customer shall be entitled to retain the excess Goods without any obligation to pay for the additional weight. The Supplier acknowledges that the Contract Price is fixed based on the agreed quantity, and any excess delivered shall be considered a goodwill gesture without additional cost to the Customer.
* **Measurement and Verification**
  + The weight of the Goods shall be determined using calibrated weighing equipment at the Delivery Location. Both parties may have representatives present during the weighing procesunders to verify the accuracy of the measurements.

### **4. PRICE AND PAYMENT**

4.1 **Contract Price**

* The total Contract Price for the Goods is calculated based on the unit price of $1,100 per ton for 80 tons, amounting to $88,000. This price includes all costs associated with the manufacture, packaging, transportation, and delivery of the Goods to the Delivery Location, excluding any applicable Value Added Tax (VAT).

4.2 **Invoices and Payment Terms**

* The Supplier shall issue an invoice to the Customer upon successful delivery and acceptance of the Goods, adjusted for any underweight as per Clause 3.7. The invoice must reference the Contract Number, detail the Goods delivered, the net weight, unit price, and comply with all applicable invoicing requirements.
* The Customer agrees to pay the undisputed amount of the invoice within thirty (30) days from the date of receipt of a valid invoice. Payment shall be made in USD via bank transfer to the account designated by the Supplier.

4.3 **Taxes and Duties**

* The Contract Price is exclusive of VAT, which shall be added to the invoices where applicable at the appropriate rate. The Supplier is responsible for all other taxes, duties, and charges imposed by any governmental authority in connection with the performance of this Contract.

4.4 **Set-Off Rights**

* The Customer reserves the right to set off any amounts owed to the Supplier under this Contract against any sums that the Supplier may owe to the Customer, whether under this Contract or otherwise.

### **5. WARRANTIES AND REPRESENTATIONS**

5.1 **Supplier's Warranties**

* The Supplier represents and warrants that:
  + The Goods supplied under this Contract are new, unused, and of first-class quality.
  + The Goods are free from defects in design, material, and workmanship.
  + The Goods conform to the specifications, drawings, samples, and descriptions furnished or specified by the Customer.
  + The Goods are fit for the purposes intended by the Customer, as communicated to the Supplier.

5.2 **Warranty Period**

* The warranty period shall commence upon delivery and acceptance of the Goods and shall remain in effect for a period of twelve (12) months. During this period, the Supplier shall, at its own expense, promptly repair or replace any Goods that are found to be defective or not in conformity with the Contract.

5.3 **Remedies for Breach of Warranty**

* If the Supplier fails to repair or replace defective Goods within a reasonable time after notification by the Customer, the Customer may, at its option:
  + Repair or replace the defective Goods and charge the Supplier for all reasonable costs incurred.
  + Reject the Goods in whole or in part and receive a full refund of the corresponding portion of the Contract Price.
  + Terminate the Contract in accordance with Clause 7.

### **6. LIABILITY AND INDEMNIFICATION**

6.1 **Limitation of Liability**

* Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, or business opportunities, arising out of or in connection with this Contract.

6.2 **Cap on Liability**

* The total aggregate liability of the Supplier for all claims arising under or related to this Contract shall not exceed the Contract Price paid by the Customer to the Supplier.

6.3 **Indemnification by Supplier**

* The Supplier agrees to indemnify, defend, and hold harmless the Customer, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with:
  + Any breach by the Supplier of its representations, warranties, or obligations under this Contract.
  + Any negligence or willful misconduct by the Supplier or its employees, agents, or subcontractors.
  + Any infringement or alleged infringement of any intellectual property rights arising from the use or sale of the Goods.

6.4 **Insurance**

* The Supplier shall maintain adequate insurance coverage, including general liability, product liability, and professional indemnity insurance, to cover its obligations under this Contract. Upon request, the Supplier shall provide the Customer with certificates of insurance evidencing such coverage.

### **7. TERMINATION**

7.1 **Termination for Convenience**

* Either party may terminate this Contract for convenience by providing the other party with at least thirty (30) days' prior written notice. In the event of such termination, the Customer shall pay the Supplier for any Goods delivered and accepted up to the effective date of termination.

7.2 **Termination for Cause**

* Either party may terminate this Contract immediately upon written notice if the other party:
  + Materially breaches any term of this Contract and fails to cure such breach within fourteen (14) days after receiving written notice specifying the breach.
  + Becomes insolvent, files for bankruptcy, or has a receiver appointed over its assets.

7.3 **Consequences of Termination**

* Upon termination of this Contract for any reason:
  + The Supplier shall cease all work related to the Contract and minimize any further costs.
  + The Supplier shall refund any payments received for Goods not yet delivered or rejected by the Customer.
  + The rights and obligations of the parties that by their nature extend beyond the termination of this Contract shall survive such termination.

### **8. FORCE MAJEURE**

8.1 **Definition**

* "Force Majeure Event" means any event or circumstance beyond the reasonable control of a party, including but not limited to natural disasters, acts of government or regulatory authorities, war, terrorism, civil unrest, labor disputes, epidemics, or any other event that could not have been reasonably foreseen or prevented.

8.2 **Effect of Force Majeure**

* Neither party shall be liable for any failure or delay in performing its obligations under this Contract if and to the extent that such failure or delay is caused by a Force Majeure Event.

8.3 **Obligations During Force Majeure**

* The party affected by a Force Majeure Event shall:
  + Promptly notify the other party in writing, providing details of the Force Majeure Event and its expected duration.
  + Use all reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as practicable.

8.4 **Termination Due to Prolonged Force Majeure**

* If a Force Majeure Event continues for a period exceeding sixty (60) days, either party may terminate this Contract by providing written notice to the other party.

### **9. CONFIDENTIALITY**

9.1 **Confidential Information**

* "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing, or by any other means, including but not limited to business plans, financial data, customer information, technical specifications, and trade secrets.

9.2 **Obligations of Confidentiality**

* The Receiving Party shall:
  + Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.
  + Use the Confidential Information solely for the purposes of performing its obligations under this Contract.
  + Protect the Confidential Information with the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care.

9.3 **Exclusions**

* The obligations of confidentiality do not apply to information that:
  + Is or becomes publicly available without breach of this Contract.
  + Was lawfully in the Receiving Party's possession prior to disclosure.
  + Is obtained from a third party who is not under an obligation of confidentiality.
  + Is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives prompt notice to the Disclosing Party and cooperates in any efforts to limit the disclosure.

9.4 **Return of Confidential Information**

* Upon termination of this Contract or upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all Confidential Information and certify in writing that it has done so.

### **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 **Ownership of Intellectual Property**

* All intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets, associated with the Goods and any materials provided by the Supplier remain the exclusive property of the Supplier.

10.2 **License Grant**

* The Supplier grants the Customer a non-exclusive, royalty-free, perpetual license to use, sell, and distribute the Goods as incorporated into the Customer's products or services.

10.3 **Infringement Indemnity**

* The Supplier shall indemnify and hold harmless the Customer from any claims, damages, or expenses arising from any alleged infringement of intellectual property rights resulting from the use or sale of the Goods, provided that:
  + The Customer promptly notifies the Supplier of any such claim.
  + The Supplier has sole control over the defense and settlement of the claim.
  + The Customer provides reasonable assistance to the Supplier in defending the claim.

### **11. COMPLIANCE WITH LAWS**

11.1 **General Compliance**

* The Supplier shall comply with all applicable local, national, and international laws, regulations, and standards in the performance of its obligations under this Contract, including but not limited to environmental laws, labor laws, and export control regulations.

11.2 **Anti-Bribery and Anti-Corruption**

* Both parties shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act 2010. Neither party shall offer, give, or receive any bribes or improper payments or induce any improper advantage in connection with this Contract.

11.3 **Trade Compliance**

* The Supplier represents that the Goods and their components are not subject to any export restrictions or prohibitions under applicable trade laws. The Supplier shall obtain all necessary licenses, permits, and approvals required for the export and import of the Goods.

11.4 **Health and Safety**

* The Supplier shall ensure that all Goods supplied under this Contract are produced and delivered in compliance with all applicable health and safety regulations. The Supplier shall provide all necessary safety information and instructions relating to the use, handling, and storage of the Goods.

### **12. DISPUTE RESOLUTION**

12.1 **Negotiation**

* In the event of any dispute, controversy, or claim arising out of or relating to this Contract, the parties shall first attempt to resolve the matter amicably through good-faith negotiations between senior management representatives.

12.2 **Mediation**

* If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to attempt to resolve the dispute through mediation administered by a mutually agreed-upon mediation service.

12.3 **Arbitration**

* If the dispute remains unresolved after mediation, it shall be finally settled by arbitration under the Rules of the London Court of International Arbitration (LCIA). The arbitration shall be conducted by a single arbitrator appointed in accordance with the LCIA Rules. The seat of arbitration shall be London, England, and the language of the arbitration shall be English.

12.4 **Governing Law**

* The arbitration and this Clause 12 are governed by the laws of England and Wales.

### **13. NOTICES**

13.1 **Method of Notice**

* Any notice or other communication required or permitted under this Contract shall be in writing and shall be delivered personally, sent by registered or certified mail (postage prepaid), by courier, or by email with confirmed receipt.

13.2 **Addresses for Notice**

* **To the Customer:**
  + Address: 56 Park Ln, London W1K 1QB, United Kingdom
  + Attention: Charlie Singer, Head of Purchasing
  + Email: charlie.singer@bmw.co.uk
* **To the Supplier:**
  + Address: 123 Industrial Avenue, Sheffield S1 2BP, United Kingdom
  + Attention: John Mitchell, Head of Sales
  + Email: john.mitchell@steelworks.co.uk

13.3 **Effective Date of Notice**

* Notices shall be deemed received:
  + If delivered personally or by courier, upon receipt.
  + If sent by registered or certified mail, five (5) business days after the date of mailing.
  + If sent by email, upon confirmation of receipt by the recipient.

### **14. ENTIRE AGREEMENT**

14.1 **Integration Clause**

* This Contract, including all Schedules and Appendices attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

14.2 **Amendments**

* No amendment, modification, or waiver of any provision of this Contract shall be valid unless made in writing and signed by both parties. Any such amendment shall specify the provisions being amended and the nature of the amendment.

14.3 **No Reliance**

* Each party acknowledges that, in entering into this Contract, it does not rely on any representation, warranty, collateral contract, or other assurance of any person (whether a party to this Contract or not) that is not set out in this Contract.

### **15. SEVERABILITY**

* If any provision of this Contract is found by any court or competent authority to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this Clause shall not affect the validity and enforceability of the remaining provisions of this Contract.

### **16. GOVERNING LAW**

* This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

### **17. ASSIGNMENT**

* Neither party may assign, transfer, delegate, or subcontract any of its rights or obligations under this Contract without the prior written consent of the other party, which shall not be unreasonably withheld. Any purported assignment without such consent shall be null and void.

### **18. WAIVER**

* No failure or delay by either party in exercising any right, power, or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

### **19. COUNTERPARTS**

* This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic means (e.g., PDF) shall be deemed effective for all purposes.

### **20. THIRD-PARTY RIGHTS**

* A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

### **21. SURVIVAL**

* Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Contract shall remain in full force and effect.

### **22. ETHICAL STANDARDS AND CORPORATE SOCIAL RESPONSIBILITY**

22.1 **Labor Standards**

* The Supplier shall ensure that all work performed under this Contract is carried out in compliance with applicable labor laws and standards, including but not limited to laws relating to child labor, forced labor, wages, working hours, and occupational health and safety.

22.2 **Environmental Responsibility**

* The Supplier shall conduct its operations in an environmentally responsible manner and in compliance with all applicable environmental laws and regulations. The Supplier shall strive to minimize the environmental impact of its operations and promote sustainability.

### **23. SIGNATURES**

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed by their authorized representatives as of the date first written above.

**For and on behalf of BMW**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For and on behalf of SteelWorks Ltd.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### **SCHEDULE 1: GOODS SPECIFICATIONS**

**Product Details:**

* **Product Name:** Steel Reinforcement Bars (Rebars)
* **Quantity:** 80 tons
* **Dimensions:**
  + **Diameter:** [Specify diameters, e.g., 12mm, 16mm, 20mm]
  + **Length:** Standard length of 12 meters per bar
  + **Tolerances:** As per BS 4449 standards
* **Material Composition:**
  + **Grade:** B500B steel as per BS 4449
  + **Chemical Composition:** Must meet the chemical requirements specified in BS 4449, including limits on carbon content, manganese, phosphorus, sulfur, and other elements.

**Quality Standards:**

* **Manufacturing Standards:** Produced in accordance with BS 4449:2005 + A3:2016 Steel for the reinforcement of concrete.
* **Mechanical Properties:**
  + **Yield Strength (Reh):** Minimum 500 MPa
  + **Tensile Strength (Rm):** Minimum 540 MPa
  + **Elongation (Agt):** Minimum 5%
* **Surface Characteristics:**
  + The bars must be free from defects such as cracks, splits, and excessive rust.
  + Deformations (ribs) must comply with BS 4449 specifications for shape and spacing.

**Compliance and Certifications:**

* **Regulatory Compliance:** Compliant with the UK Construction Products Regulation (CPR) and CE marking requirements.
* **Certification:** Supplier must provide a Declaration of Performance (DoP), Material Test Certificates (MTC), and Certificates of Conformity (CoC) with each delivery.
* **Quality Management System:** The Supplier must have an ISO 9001:2015 certified Quality Management System.

**Packaging and Labeling:**

* **Bundling:** Bars must be securely bundled in manageable sizes for safe handling and unloading.
* **Labeling:** Each bundle must be clearly tagged with the Supplier's name, Customer's name and address, Contract Number, Product Description, Quantity, Weight, and Handling Instructions.
* **Handling Instructions:** Include any special instructions for handling, storage, or safety precautions associated with the Goods.

**Additional Requirements:**

* **Traceability:** All products must be fully traceable back to the raw material batch and heat treatment records.
* **Markings:** Each bar must have identifiable markings as per BS 4449, indicating the manufacturer's mark, country of origin, and steel grade.

### **SCHEDULE 2: MANDATORY POLICIES**

**The Supplier agrees to adhere to the following policies, which are incorporated into this Contract by reference:**

1. **Health and Safety Policy**
   * Commitment to maintaining a safe and healthy working environment for all employees, contractors, and visitors.
   * Compliance with all applicable health and safety laws, regulations, and standards.
   * Implementation of risk assessments, safety training, and incident reporting procedures.
2. **Environmental Policy**
   * Commitment to environmental stewardship and sustainable practices.
   * Compliance with all applicable environmental laws and regulations.
   * Implementation of waste reduction, recycling programs, and energy-efficient processes.
3. **Quality Assurance Policy**
   * Commitment to delivering products that meet or exceed customer expectations for quality and reliability.
   * Maintenance of a certified Quality Management System (e.g., ISO 9001:2015).
   * Continuous improvement through regular audits, customer feedback, and performance monitoring.
4. **Anti-Bribery and Corruption Policy**
   * Zero-tolerance approach to bribery and corruption in all forms.
   * Compliance with all applicable anti-bribery and anti-corruption laws and regulations.
   * Implementation of internal controls, training, and reporting mechanisms to prevent and detect unethical conduct.
5. **Corporate Social Responsibility Policy**
   * Commitment to ethical business practices, respect for human rights, and positive community engagement.
   * Support for diversity, inclusion, and equal opportunity in the workplace.
   * Promotion of fair labor practices and prohibition of forced or child labor.
6. **Data Protection and Privacy Policy**
   * Compliance with all applicable data protection laws, including the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR).
   * Implementation of measures to protect personal data against unauthorized access, disclosure, alteration, or destruction.
   * Ensuring that any personal data collected is processed lawfully, fairly, and transparently.