

## **Fourth Coffee Master Service Agreement**

**This Master Service Agreement ("Agreement") is made and entered into as of [Effective Date], by and between Fourth Coffee ("Company"), located at [Company Address], and [Supplier Name] ("Supplier"), located at [Supplier Address].**

**1. Scope of Services** Supplier agrees to provide the following services to the Company: Providing fresh coffee beans, both whole and ground at a competitive price.

**2. Performance Clauses** Supplier shall perform the services in a timely and professional manner in accordance with the standards set forth in this Agreement. Supplier shall meet the following performance criteria:

- Deliveries must be made within the agreed-upon timeframes.
- Quality of goods must meet the specifications provided by the Company.

**3. Payment Terms** The Company agrees to pay the Supplier for the services provided under this Agreement as follows:

- Payment shall be made within 30 days from the date of receipt of a valid invoice from the Supplier.
- Invoices must include a detailed description of the services provided and the corresponding fees.

**4. Performance Fee for Late Deliveries** In the event that the Supplier fails to meet the agreed-upon delivery timeframes, the Company reserves the right to charge a performance fee. The performance fee shall be calculated as follows:

- 10% of the total invoice amount for each day the delivery is late, up to a maximum of 25% of the total invoice amount.

**5. Term and Termination** This Agreement shall commence on the Effective Date and shall continue until terminated by either party with [Number] days' written notice. Either party may terminate this Agreement immediately in the event of a material breach by the other party.

**6. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of Washington, USA

**7. Confidentiality** Both parties agree to keep confidential any proprietary information received from the other party during the term of this Agreement.

**8. Indemnification** Supplier agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising out of the Supplier's performance of services under this Agreement.

**9. Entire Agreement** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.