# Group 1 Contract A

SWEng 2023 Group 2

December 15, 2023

# Contents

# 1  Parties

This Agreement is entered into on the date of **15/12/23**, by and between:

- **Group 2**, now referred to as the "Buyer",

- **Group 1**, now referred to as the "Seller".

# 2  Scope of Work

The Seller agrees to provide the Buyer with the following media as described in APPENDIX A attached.

# 3  Payment

In consideration for the Media, the Buyer agrees to pay the Seller the total amount of **£1000**, according to the payment schedule outlined in APPENDIX B attached.

# 4  Delivery

The Seller agrees to deliver this Media to the Buyer by the date of **14/03/24**. The delivery method and specifications are outlined in APPENDIX A.

## 4.1  Non-Delivery

In the event that the Seller fails to deliver the Media by the agreed delivery date, the Buyer shall provide a notice to the Seller indicating non delivery.

## 4.2  Non-Delivery Remedies

Upon receipt of the notice of non-delivery, the Seller will have **7** days to amend the non-delivery and deliver the Media to the Buyer. If the Seller fails to cure the non-delivery within the specified period, the Buyer may choose one or both remedies:

1. Terminate the Agreement and receive a full refund of any payments made.

2. Extend the delivery date, with appropriate adjustments to the payment schedule

# 5  Non-Conformance with Specifications

## 5.1  Specifications and Quality

The Seller agrees to provide media that meet the specifications outlined in APPENDIX A. The Seller further agrees that the provided graphics and images will meet standards for quality.

## 5.2  Inspection and Acceptance

Upon receipt of the media, the Buyer shall have a period of **4** days for inspection to ensure conformity with specifications. If the media does not meet the specifications or the agreed-upon quality standards, the Buyer will provide notice to the Seller specifying the non-conformance.

## 5.3  Seller's Obligation on Non-Conformance

Upon notice of non-conformance, the Seller must investigate and amend the non-conformance. The Seller will bear all costs associated with correcting the non-conformance.

## 5.4    Non-Conformance Remedies

If the Seller fails to cure the non-conformance within the time frame of **7**, the Buyer may:

1. Reject the non-conforming graphics and images and request a refund.

2. Request replacement graphics and images that meet the agreed-upon specifications.

3. Allow the Seller a reasonable opportunity to correct the non-conformance.

# 6    Intellectual Property

The Seller represents and warrants that they have the right to sell the Media and that the Media does not infringe on any third-party intellectual property rights.

# 7    Revision

The Buyer is entitled to **3** rounds of revisions, as outlined in Exhibit A. Additional revisions may incur additional charges.

# 8    Termination of Contract

Either party may terminate this Agreement with written notice if the other party breaches any material term of this Agreement. In the event of termination, the Buyer shall pay for any services or deliverables provided up to the termination date.

# 9 Signature and Date

All prior agreements, whether verbal or written, have been replaced by this Agreement, which represents a complete understanding between the parties.

The parties have executed this purchase Agreement as of the Effective date:

**15/12/23**

## 9.1 Buyer:

| Company Name: | DocDuck |
|---|---|
| Signature: | *James Stevenson* |
| Date: | 15/12/2023 |

## 9.2 Seller:

| Company Name: | BookCook |
|---|---|
| Signature: | *Jack Hiles* |
| Date: | 15/12/2023 |

# A    Description of Media and Delivery Specifications

This contract will contain all the tools necessary to implement a professional and coherent graphics library that complies with the project wide standards specified. Each item within the graphics library should be accompanied by comprehensive metadata, including a title, description, creation date and comments. A documented version control would be ideal if providing revised versions at a later date. Examples of things the graphics library should enable us to do is: draw circles, lines and other basic shapes; implement features such as making shapes solid; a comprehensive colouring system; a shading system; position of graphic on screen; size and duration of graphic. This contract should be delivered through a compressed ZIP file with all tools necessary to run the product using Java 11. Example graphics (if provided) should be stored using PWS compliant formats.

# B    Payment Schedule

| 15/12/23 | Placement of contract(25 Percent) | £250 |
|---|---|---|
| 14/03/24 | Placement of contract(50 Percent) | £500 |
| 18/03/24 | Placement of contract(25 Percent) | £250 |