

FRAMEWORK SUPPLY AGREEMENT No.

This Framework Supply Agreement (the “Agreement”) is made on “__” _____ 2025

between

[SUPPLIER NAME], a company duly incorporated and existing under the laws of _____, represented by its authorized representative, hereinafter referred to as the “**Supplier**”,

and

[BUYER NAME], a company duly incorporated and existing under the laws of _____, represented by its authorized representative, hereinafter referred to as the “**Buyer**”,

jointly referred to as the “**Parties**”.

1. PURPOSE AND SCOPE

1.1. This Agreement establishes the general terms and conditions governing the supply of equipment and related goods (the “Goods”) by the Supplier to the Buyer.

1.2. The Supplier shall manufacture, supply and transfer ownership of the Goods, and the Buyer shall accept and pay for the Goods in accordance with this Agreement.

1.3. Specific terms of each transaction, including but not limited to description, quantity, price, currency, delivery terms and сроки, shall be agreed in:

- commercial invoices,
- purchase orders,
- specifications, or
- appendices

(each a “Transaction Document”), which shall form an integral part of this Agreement.

2. PRICING

2.1. The currency of this Agreement shall be United States Dollars (USD), unless otherwise agreed.

2.2. Prices shall be agreed per transaction and reflected in the relevant Transaction Documents.

2.3. Prices may be revised due to currency fluctuations or market conditions. Final pricing shall be confirmed in each Transaction Document.

2.4. Unless otherwise agreed, prices include:

- materials and components
- manufacturing costs
- packaging and labeling

- loading and export procedures
- all costs under applicable INCOTERMS 2020

3. DELIVERY AND TRANSFER OF TITLE

3.1. Delivery terms shall be defined in the applicable Transaction Document in accordance with INCOTERMS 2020.

3.2. Title to the Goods and risk of loss shall pass to the Buyer at the moment specified under the agreed INCOTERMS rule (unless otherwise agreed).

3.3. The Buyer shall provide shipping instructions and carrier details in a timely manner.

3.4. The Supplier shall notify the Buyer of shipment without undue delay.

4. ORDERS AND DOCUMENTATION

4.1. The Buyer may place orders by issuing purchase orders or confirming agreed specifications.

4.2. The Supplier shall issue an invoice based on the agreed order.

4.3. The Supplier shall provide:

- Invoice
- Packing list

and any other documents required for shipment.

4.4. Original documents shall be provided within a reasonable timeframe after shipment, unless otherwise agreed.

5. PAYMENT TERMS

5.1. Payment terms shall be agreed in each Transaction Document.

5.2. Payment shall be made to the Supplier's designated bank account.

5.3. Payment may be made by third parties on behalf of the Buyer.

5.4. Payment shall be deemed made upon receipt of funds by the Supplier.

5.5. Allocation of taxes, duties and charges shall be determined in accordance with the agreed INCOTERMS rule or otherwise specified in the Transaction Document.

6. QUALITY AND ACCEPTANCE

6.1. The Goods shall be new and conform to agreed specifications.

6.2. The Buyer shall inspect the Goods and notify the Supplier of any discrepancies within **10 (ten) business days** from receipt.

6.3. The Supplier shall review claims within **5 (five) business days** and, if justified, remedy the issue within a commercially reasonable period.

7. PACKAGING AND MARKING

7.1. The Supplier shall ensure that packaging is suitable for transportation and protects the Goods from damage.

7.2. Marking shall comply with applicable standards of the destination country or agreed specifications.

7.3. The Buyer may provide packaging and labeling requirements or designs.

8. TECHNICAL DOCUMENTATION

8.1. The Supplier shall provide technical documentation necessary for installation, operation and maintenance of the Goods in English.

8.2. The Buyer may translate such documentation.

9. WARRANTY

9.1. The warranty period shall be **12 (twelve) months** from the date of delivery, unless otherwise agreed.

9.2. During the warranty period, the Supplier shall repair or replace defective Goods free of charge within a reasonable period.

9.3. The warranty shall not apply in cases of:

- improper use
- non-compliance with operating requirements
- unauthorized modification
- force majeure events after delivery

9.4. In case of dispute, an independent inspection may be conducted.

10. LIABILITY

10.1. In case of delay in payment, the Supplier may charge a penalty of up to **0.5% per day**, capped at **5%**.

10.2. In case of delay in delivery, the Buyer may claim a penalty of up to **0.1% per day**, capped at **5%**.

10.3. Either Party may terminate this Agreement or a specific transaction in case of material breach.

10.4. Material breach includes:

- significant quality defects
- failure to deliver within a reasonable time
- non-compliance with agreed specifications

11. FORCE MAJEURE

11.1. Neither Party shall be liable for failure to perform due to events beyond its control, including but not limited to:

- natural disasters
- war
- embargo
- government actions

11.2. If such circumstances continue for more than **60 days**, either Party may terminate affected obligations.

11.3. The affected Party shall notify the other Party within **5 days**.

12. CONFIDENTIALITY

12.1. The Parties shall keep confidential all commercial and technical information exchanged under this Agreement.

13. ASSIGNMENT

13.1. Neither Party may assign its rights or obligations without prior written consent of the other Party.

14. DISPUTE RESOLUTION

14.1. The Parties shall attempt to resolve disputes amicably.

14.2. Failing that, disputes shall be finally resolved by **arbitration in Geneva** in accordance with applicable rules.

14.3. Language of arbitration: English.

15. TERM AND TERMINATION

15.1. This Agreement shall enter into force upon signature and remain valid until terminated by either Party.

15.2. Either Party may terminate this Agreement upon written notice.

15.3. Termination shall not affect obligations already arisen under Transaction Documents.

16. MISCELLANEOUS

16.1. This Agreement constitutes a framework agreement and does not obligate either Party to enter into specific transactions.

16.2. Amendments must be made in writing.

16.3. Electronic copies shall have the same legal effect as originals.

16.4. Each Party shall notify the other of changes in details within **10 days**.

17. SIGNATURES

Supplier: _____

Buyer: _____