Supply Framework Agreement — Model

Annona Supply · annonasupply.com · hola@annonasupply.com

Model text for information only. It is not an offer. The final agreement and each Tender Order are agreed and signed in writing with each manufacturer.

Parties

• **Annona Supply**, trade name of a sole trader established in Spain (Tax ID stated on signature), Centre d'Empreses La Maret, C. Sant Roc 2, 17190 Salt (Girona), Spain, hola@annonasupply.com ("Annona").

• **[Manufacturer legal name]**, [registration no.], [address], [email] ("the Manufacturer").

1. Purpose. This agreement sets the general terms under which Annona may offer the Manufacturer's products in public tenders in the European Union. It does not oblige either party to bid in any specific tender. Each tender is confirmed by a written **Tender Order** (Annex 1).

2. Tender Order. Before each bid, both parties sign a Tender Order stating: tender reference and buyer, products and quantities, the Manufacturer's net price, delivery time and place, Incoterm (DDP unless agreed otherwise), Annona's margin (fixed %), guarantees and penalties of the tender, and the bidding form (Annona as distributor, or under a written mandate where the tender allows it). The Manufacturer's price in a signed Tender Order is firm until the tender is awarded or cancelled, and, if awarded, for the life of the contract.

2 bis. Public procurement cooperation. The Manufacturer will provide on time the documents, declarations and commitments the tender requires (including, where applicable, the commitment to make its means available for the integration of solvency under Art. 75 of Spanish Law 9/2017 and subcontracting information under Art. 215), and warrants that it is not barred from contracting under Art. 71 of that Law. Annona may name the Manufacturer to the buyer as required by the tender.

3. Exclusivity. Exclusivity applies **per tender**, not per country: once a Tender Order is signed, the Manufacturer will not bid, directly or through third parties, for the same lot of that tender.

4. Delivery. The Manufacturer delivers directly to the public buyer, DDP, within the agreed time, with the documents the tender requires (delivery note, CE declarations, certificates, manuals in the required language). Risk passes on acceptance by the buyer. Customs clearance, duties and import VAT: the importer of record and who bears them are stated in each Tender Order; under DDP they are for the seller side and are never charged to the buyer. If the Manufacturer is established outside the EU, it is responsible for any VAT or customs registration this requires.

5. Payment to the Manufacturer. Annona pays the Manufacturer's invoice **60 days after the buyer's acceptance of the delivery**, provided the Manufacturer has delivered a correct invoice and the documents required by the tender. This term is fixed and does not depend on whether or when the public buyer pays Annona. Late-payment interest and recovery costs under Spanish Law 3/2004 apply to either party in default. Late-payment interest and compensation that the public buyer pays to Annona are shared [ ]%.

6. Guarantees and penalties (back-to-back). Any tender guarantee, performance guarantee, penalty for late delivery or non-conformity, and any cost of returns or replacement imposed by the buyer because of the Manufacturer's products or delivery are passed on to the Manufacturer in full. The Manufacturer may provide the performance guarantee directly where the tender allows it.

7. Warranty and after-sales. The Manufacturer gives the warranty and after-sales service required by the tender, backed back-to-back, and keeps Annona harmless against claims caused by defects, non-conformity or infringement of third-party rights.

8. Compliance. The Manufacturer warrants that its products meet EU law (CE marking, REACH, product-specific rules, and, for medical devices, the MDR with an EU authorised representative where required), and that neither it nor its owners or products are subject to EU, UN, US or UK sanctions or export restrictions, and that it will comply with applicable export-control, anti-bribery and anti-corruption laws. Annona may suspend or terminate immediately if this warranty is breached. The Manufacturer handles export formalities; Annona or the carrier handles EU import (EORI) where agreed in the Tender Order.

9. Confidentiality. Prices, cost data and documents exchanged are confidential. Annona may disclose to the public buyer only what the tender requires. A separate NDA may be signed on request.

10. Margin and transparency. Annona's remuneration is the fixed % stated in each Tender Order, applied on the awarded price. There are no joining fees.

11. Liability. Neither party is liable for indirect or consequential loss. Each party's liability under a Tender Order is limited to the value of that Tender Order, except for fraud, wilful misconduct, product liability, or the back-to-back items in clauses 6 and 7.

11 bis. Relationship. The parties are independent. Annona acts in its own name and for its own account as distributor; where a tender is bid under a written mandate, Annona acts only within that mandate. Nothing creates an agency, partnership, joint venture or temporary joint venture (UTE); any such arrangement requires a separate written agreement. Each party bears its own taxes and social charges. Each party complies with GDPR for the personal data of the other's staff and uses it only for this agreement.

12. Term. Indefinite; either party may terminate with 30 days' written notice. Signed Tender Orders remain in force until fully performed.

13. Law and disputes. Spanish law; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. [Option A, Manufacturer established in the EU: courts of Girona (Spain).] [Option B, Manufacturer established outside the EU: final arbitration under the rules of [Barcelona Court of Arbitration / ICC], seat Barcelona, language [English], one arbitrator.] Urgent measures may be sought from any competent court. Written communications by email to the addresses above are valid.

Signed in [place], on [date]. — Annona Supply · [Manufacturer]

Annex 1 · Tender Order (one per tender): tender ref. / buyer / country · lot · products and quantities · Manufacturer net price · Annona margin % · bid price · delivery time and place · Incoterm · guarantees and penalties · bidding form · signatures.