

Supply Agreement

THIS AGREEMENT is dated the _____ day of _____ 2017

BETWEEN:

CROSSCARE, an Irish registered charity (under CHY No. 6262) c/o The Red House, Clonliffe College, Dublin 3 (“**Crosscare**”) of the First Part; and

[**SUPPLIER**], a company incorporated in [_____] and having its registered office at [_____] (the “**Supplier**”) of the Second Part;

(Together, the “**Parties**”)

WHEREAS:

A. Crosscare carries on charitable work in Dublin, Ireland, for the purpose of serving the needy and poor persons of Dublin and has agreed to collect or receive Products, namely Dairy, dry, chilled or frozen or non-food products, and make the said Products available to member agencies of Crosscare on certain conditions as set out and determined from time to time by Crosscare.

B. The Supplier wishes to supply certain food products (the “**Products**”) on a no-cost basis to Crosscare.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. No Obligation to Supply

Crosscare acknowledges and agrees that the Supplier does not by virtue of entering into this Supply Agreement of any obligation to supply Products to Crosscare, but will endeavour to do so, having regard to its own overriding commercial and business imperatives.

2. Handling of Products

Crosscare undertakes that in respect of any Products supplied by the Supplier that it will provide a clean warehouse for such Products and will properly handle all Products received in full compliance with all applicable laws and regulations, including but not limited to any regulations or standards of the food safety authority of Ireland. Crosscare also undertakes to enforce quality control standards in respect of any Products in accordance with recommended public health and hygiene guidelines and applicable law.

3. Distribution of Products

Crosscare agrees that it will only distribute the Products to non-profit voluntary organisations catering for the poor and needy in the greater Dublin area.

4. Books and Records

Crosscare agrees that it will keep accurate books and records in respect of its operations and in relation to any Products received, and shall allow the Supplier to review such records upon prior request and on reasonable notice.

5. Insurance

Crosscare shall maintain appropriate insurance cover in respect of its personnel and operations, and shall provide evidence of same in a timely manner to the Supplier upon request.

6. Receipt of Products

The Supplier will supply and Crosscare will receive any Products donated at a mutually agreed pre-arranged time, and the Supplier will endeavour to give Crosscare a minimum of twenty four (24) hours’ notice of the donation of any Products.

7. Indemnity

Crosscare hereby indemnifies and agrees to keep indemnified the Supplier against all costs, liabilities, expenses and damages (but excluding any consequential or indirect loss, or loss of profit) arising by virtue of any claim made by any person howsoever arising as a result of any Products supplied by the Supplier to Crosscare.

8. Variation

This Agreement may only be varied in writing signed by each of the Parties.

9. Counterparts

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts each of which when executed shall constitute an original and all such counterparts together constituting but one and the same instrument.

10. No Partnership

This Agreement shall not be deemed to create any partnership between the Parties in relation to the matters referred to herein.

11. Governing Law

This Agreement shall be construed and the provisions hereof interpreted under and in accordance with the laws of Ireland.

12. Jurisdiction

Each of the parties to this Agreement irrevocably agrees that the courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and, for such purposes, irrevocably submits the exclusive jurisdiction of such courts. Any proceeding, suit or action arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland.

SIGNED by
for and on behalf of **Crosscare** in the presence of:

Signature of witness

Name.....

Address.....

Occupation.....

SIGNED by
for and on behalf of **(Supplier)** in the presence of:

Signature of witness

Name.....

Address.....

Occupation.....