

# Framework Agreement for Suppliers

*Between*

the company specified as “Unite” in Section 2

– *Unite* –

and

the company specified as “Supplier” in Section 2

– *Supplier* –

Unite and the Supplier are hereinafter jointly referred to as “Parties” and individually as a “Party”.

## Preamble

Unite is a procurement solution for catalogue-based purchasing for private businesses and public sector companies, which is tailored to the needs of the Buyer.

## 1 Subject of the Framework Agreement

**1.1** The Framework Agreement for Suppliers governs the provision and use of the Unite procurement platform in the Contractual Territory.

**1.2** The Supplier shall be granted the opportunity to integrate their Catalogue or any parts thereof into the agreed Unite procurement platforms with the goal of enabling Unite Customers to place orders through them. The Supplier shall be obliged to ensure delivery to the Customers within the delivery time indicated in the Catalogue. The Supplier shall provide Unite with a Catalogue which is suitable for online operation, in a data format that corresponds with Unite's technical environment (BMEcat or a database language determined by Unite), in an electronically readable form, free of charge for the agreed Unite procurement platforms.

**1.3** The Supplier confirms that the items in its catalogue comply with the Banned and Restricted Items at Unite (available at <https://unite.eu/de-de/item-requirements>).

**1.4** Unite's scope of services as well as their technical design and content possible arise from the respective attached and/or separately agreed Service Description of the module selected by the Supplier.

**1.5** All previous contracts including any non-disclosure agreements between the Parties are replaced by this Framework Agreement for Suppliers.

## 2 Contract Territory and Contractual Parties

The arrangements contained in this contract shall apply between the following Parties of a Contract Territory.

Unite	Supplier
<b>{{[_es_:_signer1_]} for the Contract Territory Austria</b>	
Mercateo Austria GmbH	{{Field1_es_:_signer1:_tooltip(Company) }}
Kaiserstraße 47-49/10	{{Field2_es_:_signer1:_tooltip(Street + No.) }}
1070 Wien, Austria	{{Field3_es_:_signer1:_tooltip(ZIP + Place) }}
VAT ID: ATU67004225	{{Field4_es_:_signer1:_tooltip(VAT ID) }}

**{{[]\_es\_:signer1}} for the Contract Territory Belgium**

Mercateo Belgium B.V.	{{Field7_es_:signer1:tooltip(Company) }}
Hendrik van Veldekesingel 150/130	{{Field8_es_:signer1:tooltip(Street + No.) }}
3500 Hasselt, Belgium	{{Field9_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: BE0727448134	{{Field10_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}} for the Contract Territory France**

Mercateo France SAS	{{Field13_es_:signer1:tooltip(Company) }}
27 Avenue de l'Opéra	{{Field14_es_:signer1:tooltip(Street + No.) }}
75001 Paris, France	{{Field15_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: FR94539293902	{{Field16_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}} for the Contract Territory Germany**

Mercateo Deutschland AG	{{Field61_es_:signer1:tooltip(Company) }}
Rosenheimer Str. 116	{{Field62_es_:signer1:tooltip(Street + No.) }}
81669 München, Germany	{{Field63_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: DE815776049	{{Field64_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}} for the Contract Territory Hungary**

Mercateo Magyarország Kft.	{{Field19_es_:signer1:tooltip(Company) }}
Infopark sétány 1. 1. ép. 5. em	{{Field20_es_:signer1:tooltip(Street + No.) }}
1117 Budapest, Hungary	{{Field21_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: HU24139492	{{Field22_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}} for the Contract Territory Italy**

Mercateo Italia s.r.l.	{{Field25_es_:signer1:tooltip(Company) }}
Piazza Giuseppe Verdi 43	{{Field26_es_:signer1:tooltip(Street + No.) }}
39100 Bozen, Italy	{{Field27_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: IT02885620217	{{Field28_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}} for the Contract Territory Netherlands**

Mercateo Nederland B.V.	{{Field31_es_:signer1:tooltip(Company) }}
Gelissendomein 8-10	{{Field32_es_:signer1:tooltip(Street + No.) }}
6229 GJ Maastricht, Netherlands	{{Field33_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: NL851328015B01	{{Field34_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}}** for the Contract Territory Poland

Mercateo Polska Sp. z o.o.	{{Field37_es_:signer1:tooltip(Company) }}
Rynek Główny 33	{{Field38_es_:signer1:tooltip(Street + No.) }}
31-010 Krakau, Poland	{{Field39_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: PL6762460743	{{Field40_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}}** for the Contract Territory Spain

Mercateo España Procurement Services S.L.U.	{{Field43_es_:signer1:tooltip(Company) }}
Plaza Porta de la Mar 6, piso 3	{{Field44_es_:signer1:tooltip(Street + No.) }}
46004 Valencia, Spain	{{Field45_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: ESB98943467	{{Field46_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}}** for the Contract Territory Switzerland

Mercateo Schweiz GmbH	{{Field49_es_:signer1:tooltip(Company) }}
Klausstrasse 19	{{Field50_es_:signer1:tooltip(Street + No.) }}
8008 Zürich, Switzerland	{{Field51_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: CHE473.371.003 MWST	{{Field52_es_:signer1:tooltip(VAT ID) }}

**{{[]\_es\_:signer1}}** for the Contract Territory United Kingdom

Mercateo UK Limited	{{Field67_es_:signer1:tooltip(Company) }}
16 Great Queen Street	{{Field68_es_:signer1:tooltip(Street + No.) }}
London WC2B 5AH, United Kingdom	{{Field69_es_:signer1:tooltip(ZIP + Place) }}
VAT ID: GB179610679	{{Field70_es_:signer1:tooltip(VAT ID) }}

### 3 Application of the General Terms and Conditions Unite and Privacy Notice

The contractual relationship between Unite and the Supplier shall be governed by both the General Terms and Conditions Unite (hereinafter “GTC Unite”) and the Privacy Notice of Unite as amended. GTC Unite and the Privacy Notice can be viewed and printed at <https://unite.eu/en-global/terms-of-use> and <https://unite.eu/en-global/privacy>. Terms not defined in this Framework Agreement for Suppliers have the meaning assigned to them in GTC Unite.

### 4 Fees

**4.1** One-time fees: Unite charges a set-up fee for setting up the Catalogue.

**4.2** Ongoing fees: Unite charges a standard monthly fee for hosting the Catalogue. This fee is due on the 15th of each calendar month.

**4.3** The one-time and ongoing fees are shown in the following table and are subject to VAT at the statutory rate:

Contract territory	One-time fee	Ongoing fee
Austria	EUR {{Field71_es_:signer1:}}	EUR {{Field82_es_:signer1:}}
Belgium	EUR {{Field72_es_:signer1:}}	EUR {{Field83_es_:signer1:}}
France	EUR {{Field73_es_:signer1:}}	EUR {{Field84_es_:signer1:}}
Germany	EUR {{Field74_es_:signer1:}}	EUR {{Field85_es_:signer1:}}
Hungary	EUR {{Field75_es_:signer1:}}	EUR {{Field86_es_:signer1:}}
Italy	EUR {{Field76_es_:signer1:}}	EUR {{Field87_es_:signer1:}}
Netherlands	EUR {{Field77_es_:signer1:}}	EUR {{Field88_es_:signer1:}}
Poland	EUR {{Field78_es_:signer1:}}	EUR {{Field89_es_:signer1:}}
Spain	EUR {{Field79_es_:signer1:}}	EUR {{Field90_es_:signer1:}}
Switzerland	EUR {{Field80_es_:signer1:}}	EUR {{Field91_es_:signer1:}}
United Kingdom	EUR {{Field81_es_:signer1:}}	EUR {{Field92_es_:signer1:}}

## 5 Terms of payment

For orders of items from the Supplier's Catalogue the Parties agree to a payment term of {{Field93\_es\_:signer1:}} calendar days from receipt of invoice.

## 6 Applicable law

This contract shall be governed by the law applicable at the Contractual Territory to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

## 7 Duration and termination

**7.1** This Framework Agreement for Suppliers will enter into force upon signature. It may be terminated by the Parties, in writing or electronically, with a notice period of three months to the end of the month.

**7.2** The Parties may terminate the Framework Agreement agreed at any time, in writing or electronically, with a notice period of three months to the end of the month.

**7.3** Termination for good cause remains unaffected.

## 8 Contract terms/Ranking order of contract terms

The order of precedence of contract terms is based on the sequence set out below. In the event of any conflict or inconsistency, the rules and regulations shall take precedence in accordance with the following order of documents, where 1 takes precedence over 2 and so on.

1. This Framework Agreement for Suppliers including annexes
2. Banned and Restricted Items at Unite (available at <https://unite.eu/en-global/item-requirements>)
3. GTC Unite (available at <https://unite.eu/en-global/terms-of-use>)
4. Code of Conduct for our business partners (available at <https://unite.eu/en-gb/unite-coc>)

**Signature on behalf of**

{{Cmpy\_es\_:signer1:tooltip(Supplier)}}

Date: {{Dte\_es\_:signer3:date}}

Signature: {{Sig\_es\_:signer3:signature }}}}

Title: {{\*Ttl\_es\_:signer3:title }}}}

Email: {{Em\_es\_:signer3:email }}}}

**Signature on behalf of**

{{Cmpy\_es\_:signer1:tooltip(Supplier)}}

Date: {{Dte\_es\_:signer4:date}}

Signature: {{Sig\_es\_:signer4:signature }}}}

Title: {{\*Ttl\_es\_:signer4:title }}}}

Email: {{Em\_es\_:signer4:email }}}}

**Signature on behalf of**

Unite

Date: {{Dte\_es\_:signer1:date}}

Signature:{{Sig\_es\_:signer1:signature }}}}

Title: {{\*Ttl\_es\_:signer1:title }}}}

Email: {{Em\_es\_:signer1:email }}}}

**Signature on behalf of**

Unite

Date: {{Dte\_es\_:signer2:date}}

Signature: {{Sig\_es\_:signer2:signature }}}}

Title: {{\*Ttl\_es\_:signer2:title }}}}

Email: {{Em\_es\_:signer2:email }}}}