S.T.A.R.

Continuing supply agreement

Governs periodic supplies of goods between businesses: orders, deliveries, prices, payment, defects, exclusivity.

Identifier	STAR-TPL-SUP--exclusive-y_retention-y-EN
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Governing law	Italian
Language	English (courtesy translation)

Choices in this template	
Exclusivity	yes
Retention of title	yes

A template to adapt, prepared without a lawyer's review. It is not legal advice and binds no one until the parties sign it. Check the choices with a professional before use. Only the Italian text is binding; the English version is a courtesy translation.

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Article 1 — Parties and subject

1.1 [Party A: name, registered office, tax code/VAT number] (the "Supplier") undertakes to supply [Party B: name, registered office, tax code/VAT number] (the "Buyer") periodically with the products listed in the annex: [description] (supply contract, Articles 1559 and following of the Civil Code).

Article 2 — Orders and deliveries

2.1 The Buyer sends written orders; the Supplier confirms them within 5 working days stating the delivery date.

2.2 Delivery is made on the agreed delivery terms; risk passes to the Buyer on delivery.

Article 3 — Prices and payment

3.1 Prices are those of the attached price list, valid for 12 months; changes are notified 60 days in advance.

3.2 Payments are made within 60 days of invoice (Article 4 of Legislative Decree 231/2002); late payment bears, without formal notice, the default interest provided by that decree, plus EUR 40 for recovery costs.

Article 4 — Retention of title

4.1 The products remain the Supplier's property until the price is paid in full (Article 1523 of the Civil Code); the reservation is enforceable against the Buyer's creditors within the limits of the law.

Article 5 — Quality and defects

5.1 The products comply with the attached specifications. The Buyer reports defects within 8 days of discovery (Article 1495 of the Civil Code); the Supplier replaces or repairs defective products.

5.2 Except for wilful misconduct or gross negligence (Article 1229 of the Civil Code), the Supplier's liability is limited to the value of the defective supply.

Article 6 — Exclusivity

6.1 The Buyer undertakes not to buy products of the same kind from third parties for the term of the agreement (Article 1567 of the Civil Code); the Supplier undertakes not to supply such products to others in the territory listed in the annex (Article 1568 of the Civil Code).

Article 7 — Term and withdrawal

7.1 The agreement lasts 2 years from signature; either party may withdraw on 90 days' written notice (contractual withdrawal, Article 1373 of the Civil Code).

7.2 If a party fails to perform obligations of considerable importance, the other may terminate the agreement (Article 1564 of the Civil Code).

Article 8 — Governing law and jurisdiction

8.1 This agreement is governed by Italian law.

8.2 The courts of [competent court] have exclusive jurisdiction over any dispute concerning this agreement.

Article 9 — Final provisions

9.1 This agreement contains the whole agreement of the parties on its subject and supersedes any earlier understanding.

9.2 Any amendment must be in writing, failing which it is void.

9.3 If a clause is invalid, the others remain in force and the parties replace it with a valid clause whose effect is as close as possible.

Signatures

Place and date: [place], [date]

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Specific approval (Articles 1341 and 1342 of the Civil Code)

The parties declare that they have read and specifically approve the following clauses: 4.1 (Retention of title); 5.2 (Quality and defects); 6.1 (Exclusivity); 7.1 (Term and withdrawal); 8.2 (Governing law and jurisdiction).

For [Party A: name, registered office, tax code/VAT number]

_____

For [Party B: name, registered office, tax code/VAT number]

_____

Annex — Legal acts cited

Act	Official title (as verified)	Verified
Italian Civil Code (Royal Decree 262/1942)	REGIO DECRETO 16 marzo 1942, n. 262	2026-10-21
Legislative Decree 231/2002 (late payments)	DECRETO LEGISLATIVO 9 ottobre 2002, n. 231	2026-10-21

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