



**cloudBuy**

Europe | Americas | Asia Pacific

## Supplier Pricing Upload Agreement

NAME OF CLIENT HERE

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It is agreed that cloudBuy plc will offer a free Pricing Upload Service to suppliers and Contracts Managers on the following terms and conditions:

1. This is a free, time limited service and may be withdrawn at any time at the discretion of cloudBuy plc.
2. cloudBuy plc does not warrant that it will upload supplier changes in accordance with any specific timescale or at all. Where a supplier price change is urgent then the Contract Manager is responsible for ensuring that it is applied in good time.
3. It is acknowledged that pricing changes are an administrative task and the Contracts Manager has the responsibility of checking and ensuring that all uploads are correct.
4. cloudBuy plc accepts no liability for the accuracy of any supplier data, including pricing uploads. cloudBuy plc accepts no liability for any loss or damage which may be incurred by any supplier as a result of the deletion or corruption of any supplier data. All liability vests in and remains with the Consortium within which the specific supplier contract lies.
5. The Pricing Upload Service process will be as follows:
  - a. All suppliers are to present pricing/data changes directly to their Contract Manager for checking and approval
  - b. Checked and approved pricing/data changes will be sent to cloudBuy's Support Team to be scheduled for upload
  - c. While efforts will be made to upload the approved pricing/data changes on a timely basis, they will be processed by cloudBuy according to their own timescales and no guarantee of timings will be given.
  - d. It is agreed that the Contracts Manager will contact the cloudBuy Support Team or log onto GeM to check on progress. A message will be placed on GeM to confirm that pricing/data uploads have been made.

This Agreement contains the entire agreement between the Parties with respect to the Pricing Upload Service and may not be modified. Each Consortium signing this agreement acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

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Name:

Title:

DULY AUTHORISED TO SIGN FOR AND ON BEHALF OF