

# Sample Clauses – Boilerplate clauses

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## SAMPLE CLAUSES – BOILERPLATE CLAUSES

### 1. NOTICES

- 1.1 Any notice by a party to this Agreement if it is not being notified in accordance with the governing law shall be deemed to have been notified by the following methods unless otherwise specified:
- (a) if the notice is delivered to an officer or other authorized person of the other party by hand, then such service shall only be deemed to have been made if one of the following conditions is satisfied until the relevant date:
    - (i) the notice is delivered to an officer or other authorized person of the other party by hand;
    - (ii) the notice is delivered by registered mail (return receipt requested) to the postal authorities on the relevant date;
    - (iii) the notice is delivered by express courier service on the relevant date;
    - (iv) the notice is delivered by registered post or delivered by hand to the other party on the relevant date;
  - (b) if the notice is delivered to the other party by registered mail (return receipt requested) to the postal authorities on the relevant date, then such service shall only be deemed to have been made if one of the following conditions is satisfied until the relevant date:
    - (i) the notice is delivered to the other party by hand on the relevant date;
    - (ii) the notice is delivered by registered mail (return receipt requested) to the postal authorities on the relevant date;
    - (iii) the notice is delivered by express courier service on the relevant date;
    - (iv) the notice is delivered by registered post or delivered by hand to the other party on the relevant date;
  - (c) if the notice is delivered to the other party by express courier service on the relevant date, then such service shall only be deemed to have been made if one of the following conditions is satisfied until the relevant date:
    - (i) the notice is delivered to the other party by hand on the relevant date;
    - (ii) the notice is delivered by registered mail (return receipt requested) to the postal authorities on the relevant date;
    - (iii) the notice is delivered by express courier service on the relevant date;
    - (iv) the notice is delivered by registered post or delivered by hand to the other party on the relevant date;
  - (d) if the notice is delivered to the other party by registered post or delivered by hand to the other party on the relevant date, then such service shall only be deemed to have been made if one of the following conditions is satisfied until the relevant date:
    - (i) the notice is delivered to the other party by hand on the relevant date;
    - (ii) the notice is delivered by registered mail (return receipt requested) to the postal authorities on the relevant date;
    - (iii) the notice is delivered by express courier service on the relevant date;
    - (iv) the notice is delivered by registered post or delivered by hand to the other party on the relevant date;

### 2. IMPLIED WARRANTIES

- 2.1 To the extent permitted by the governing law or unless otherwise expressly set out in this Agreement, the parties warrant that:

### 3. ASSIGNMENT

- 3.1 This Agreement shall be binding on the other party in whole or in part without the prior written consent of the other party.

**4. WAIVER**

4.1 No right or remedy evidenced in law or equity shall be waived unless or remedy, and a continuing waiver or intention is clearly expressed in writing signed by the



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**5. UNENFORCEABLE**

5.1 Any provision of this Agreement which is unenforceable in any jurisdiction shall be enforceable to the extent of the maximum extent permitted by law. The remaining provisions of this Agreement shall remain in full force and effect.



enforceable in any jurisdiction to the extent of the maximum extent permitted by law. The remaining provisions of this Agreement shall remain in full force and effect.



**6. ENTIRE AGREEMENT**

6.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, warranties, conditions, representations, and statements, in writing or otherwise, relating to the subject matter hereof. The parties acknowledge that they have entered into this Agreement with full knowledge and understanding of its contents and terms and conditions.



This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements, warranties, conditions, representations, and statements, in writing or otherwise, relating to the subject matter hereof. The parties acknowledge that they have entered into this Agreement with full knowledge and understanding of its contents and terms and conditions.

6.2 This Agreement shall be binding on the parties and their heirs, assigns, and successors, and shall be enforceable against the party to whom the obligations hereunder are assigned.



This Agreement shall be binding on the parties and their heirs, assigns, and successors, and shall be enforceable against the party to whom the obligations hereunder are assigned.



**7. AMENDMENT**

7.1 This Agreement may be amended or modified only by a written instrument signed by the parties.



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**8. FORCE MAJEURE**

8.1 Neither party shall be liable for failure to perform its obligations hereunder if such failure is caused by an event or circumstance beyond its control and which could not have been reasonably anticipated or avoided by the party claiming such exemption (collectively, "Force Majeure"). The party claiming such exemption shall notify the other party in writing of such event or circumstance as soon as practicable and shall take all reasonable steps to mitigate the effects of such event or circumstance. The Force Majeure clause shall not apply to the obligations of the party claiming such exemption to perform its obligations hereunder.



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