

AU-COMmfg05

Food manufacturing agreement

[ABC Pty Ltd]

AND

[DEF Pty Ltd]

Dated: [Date]

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This agreement is dated: [date]

It is made between:

[ABC Pty Limited], a company incorporated in Australia, ACN [number] whose registered office [] ([] “ [] ”);

and

[DEF Pty Limited], a company incorporated in Australia, ACN [number] whose registered office [] ([] “ [] ”).

Background:

- A. The Client is a food product intermediary for made up sauces for restaurant and retail trade. [] .
- B. The Client and the Manufacturer have agreed that production of the “Hot Stuff” range of sauces, the recipes to which are owned by the Client, shall [] .

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, [] :

“Affiliate” means, with respect to any person, any human individual, or corporate body, or organisation of people acting together, who is able to Control its affairs or actions; [] .

“Confidential Information” means all information about a Party, including any information which may give a commercially competitive advantage to [] . [] :
 information about employees, their performance and [] ,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ■■■■, ■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■ ;

information about the Intellectual Property and ■■■■■■■■■■■■■■ - ■■■■■■■■■■■■■■ ;

information created or arising from this agreement;

information, comment or implication published on ■■■■■■■■■■■■■■■■■■■■■■ .

data or information relating to recipes, processes, formulae, procedures, apparatus, specifications, ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■ ;

“Control”

(including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ .

“Incoterm”

means latest version of pre-defined commercial rules of international trade published by ■■■■■■■■■■■■■■■■■■■■■■ 2020 .

“Intellectual Property”

means intellectual property of every sort, owned by or licensed to the Client, whether or not registered or registrable in any ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ;

and including:

patents, trade marks, unregistered marks, designs, copyrights, Know-how, creations and inventions, moral rights, together with all rights

3.2. Conditions, warranties or other terms implied by [REDACTED], [REDACTED], [REDACTED].

3.3. Each Party acknowledges that, in entering into this agreement, [REDACTED], [REDACTED], [REDACTED].

3.4. As an exception to the last [REDACTED], [REDACTED]:

[Enter list [REDACTED]
[REDACTED]]

4. Manufacturer's warranties

The Manufacturer warrants that:

4.1. it is a registered [what, if any?] and is certified to [ISO 9001] [REDACTED] [28] [REDACTED], [REDACTED].

4.2. it is not aware of anything within [REDACTED].

4.3. it has the necessary experience, all necessary [REDACTED], [REDACTED].

4.4. it is not a party to any other [REDACTED], [REDACTED].

4.5. it has taken out a policy [REDACTED] \$ [REDACTED].

5. Scope of work

The Manufacturer shall:

10.6.1 all production cost shall be included;

10.6.2 the design team [redacted]
[redacted].

10.6.3 a fixed sum of \$ [redacted]
[redacted], [redacted] - [redacted].

11. Production price

11.1. The price payable by [redacted]
[redacted]:

For the first [1000] [redacted] \$ [redacted]

For the next [5000] [redacted] \$ [redacted]

For each additional unit \$ [number]

11.2. The price shall be increased on the first [redacted]
[redacted]
[redacted] [redacted].

11.3. If the Client requires delivery to some place other than [redacted], [redacted]
[redacted]
[redacted] [redacted]
[redacted]

12. Transportation

*[There are many ways and alternative deals possible. [redacted]
[redacted]
[redacted], [redacted]
].*

12.1. The following Incoterms [redacted]
[redacted]:

12.1.1 EXW [named [redacted], [redacted]] [redacted] ®
2020 .

12.1.2 FCA [named [redacted], [redacted]] [redacted] ® 2020
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Schedule 1: Detailed specification

Schedule 2: Standards

Schedule 3: Packaging and labelling

Schedule 4: Press release

Schedule 5: Delivery locations

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Below is a basic summary

The seven rules defined by Incoterms 2020 for (.....) ..
.....:

EXW – Ex Works

The seller makes the goods available at a named place of delivery. This can either be the seller's premises or any other place. This term places the maximum obligation on the buyer and minimum obligations on the seller. EXW is often used when making an initial quotation for the sale of goods without any costs included. The buyer pays all transportation costs and also bears the risks for bringing the goods to their final
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FCA – Free Carrier

The seller hands over the goods, cleared for export, into the disposal of the first carrier (named by the buyer) at the named place. The carrier can be anyone i.e. buyer, seller or third party. The passing of risk depends on the where the goods are delivered. If the goods are delivered at seller's
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CPT - Carriage Paid To

The seller pays for the carriage and delivers the goods to the buyer by handing them
.....

CIP – Carriage and Insurance Paid to

Schedule 5 List of delivery locations

Specify fully.

Ends of notes