

IE-COMmfg04

## **Fashion or FMCG design and make up agreement**

**[ABC Limited]**

**AND**

**[DEF Limited]**

**Dated: [Date]**

# Contents

1. Definitions
  2. Interpretation
  3. Entire agreement
  4. Client's warranties
  5. Manufacturer's warranties
  6. Scope of work
  7. Representative liaison and Design reviews
  8. Product design testing
  9. Product testing and quality assurance
  10. Setup costs
  11. Payment for Product development
  12. Design price and payment
  13. Production price
  14. Payment
  15. Production specification and material coverage
  16. Delivery
  17. Transportation
  18. Taxes
  19. Visitors
  20. On-site audits
  21. Defective Product returned
  22. Manufacturer's manufacturing warranty
  23. Use of sub-contractors
  24. Confidential Information
  25. "Work made for hire"
  26. Designs already made
  27. New Designs
  28. Protection of Licensed Material
  29. Duration and termination
  30. Change of Control
  31. Publicity / Announcements
  32. Assignment
  33. Indemnities
  34. Damages not adequate
  35. Uncontrollable events
  36. Miscellaneous matters
- Schedule 1 Detailed Specification and phases
- Schedule 2 Standards
- Schedule 3 List of setup tools and equipment
- Schedule 4 Press release

**This agreement is dated: [date]**

**It is made between:**

**and**

[DEF Ltd], a company registered in Ireland under company registration number [number] and whose registered office [ ] ( [ " [ ] ).

### Background:

- [illegible]

**It is now agreed as follows:**

## 1. Definitions

In this agreement, the following words shall have the following meanings, ■ ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

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



[illegible][illegible][illegible]

means [the “Super Sheila” garment range] or any  
 ■  
 ■ ■ ■ .

means the detailed specification set out ■ ■ ■ ■ ■  
 ■ ■ ■ 1 .

means the standards, protocols and regulatory requirements as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 2 .

## 2. Interpretation

In this agreement unless the context ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

- [illegible]

2.4. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context ■■■■■■■■■■. ■■■■■■■■■■ ■■■■■■■■■■.

2.5. The headings to the paragraphs and schedules to this agreement are inserted for convenience ■■■■■■■■■■ ■■■■■■.

2.6. Any agreement by a party not to do or omit to do something includes an obligation not to allow some ■■■■■■■■■■ ■■■■■■■■■■.

2.7. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, ■■■■ ■■■■■■■■■■ ■■■■■■■■■■.

2.8. The words “without limitation” shall be deemed to follow any use of the words “■■■■■” ■■■■ “■■■■■” ■■■■.

2.9. All money sums mentioned in this agreement are calculated net of VAT, which ■■■■■■■■■■.

2.10. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■.

3.1. This agreement contains the entire agreement between the parties and supersedes all .

3.2. Conditions, warranties or other terms implied by statute or common law in any country, are excluded .

3.3. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information .



- [illegible]

## 6. Scope of work

The Manufacturer shall:



## 7. Representative liaison and Design reviews

- [illegible]

- 7.3. The representative of a party at a Design review meeting shall be a person with [REDACTED], [REDACTED].
- 7.4. Either party may change the authorised [REDACTED] [REDACTED].
- 7.5. If the Client fails to attend a Design review meeting after notice of [REDACTED] [REDACTED], [REDACTED].
- 7.6. So far as the Client suggests changes [REDACTED], [REDACTED].
- 7.7. After each change to any part of the Design or [REDACTED], [REDACTED] [ 7 ] [REDACTED].

## 8. Product design testing

- 8.1. So far as any Standard requires third parties to be notified of the results of the test, the results shall be notified to the relevant third parties.
- 8.2. All cost relating in any way to obtaining Standard verification and certification shall be borne by the party responsible for the test. -
- 8.3. Test data and results shall be made available to the relevant third parties.
- 8.4. Test data, reports and correspondence shall be made available to the relevant third parties.

## 9. Product testing and quality assurance

- 9.1. The Client shall be responsible for obtaining whatever regulatory and [REDACTED] / [REDACTED] [REDACTED] .
- 9.2. The Manufacturer shall assist the Client [REDACTED] [REDACTED] , [REDACTED] [REDACTED] .
- 9.3. If at any stage of design or production, a [REDACTED] [REDACTED] , [REDACTED] [REDACTED] .
- 9.4. After receiving such a notice, the Manufacturer will [REDACTED] [ 30 ] [REDACTED] [REDACTED] - [REDACTED] [REDACTED] [REDACTED] / [REDACTED] [REDACTED] .

## 10. Setup costs



OR

- ## 10.4. The Manufacturer ■■■■■■■■■■
- ### ■■■■■.

## 11. Payment for Product development

The Client shall pay the Manufacturer as follows:

[illegible]

12.5.3 a fixed sum of € [ ] , - .

## 13. Production price

13.1. When the Client has accepted the completion of the Design and orders the Product in a [ 100 ],  
.  
.

13.2. The price payable by :  
:

For the first [ 1000 ] € [ ]

For the next [ 5000 ] € [ ]

For each additional unit € [number]

13.3. The price shall be increased on the first [ ]  
.  
[ ].

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

## 14. Payment

All payments set out in this agreement shall be : [ , ]  
.

## 15. Production specification and materials coverage

15.1. The materials specification as finally recorded  
.  
.

15.2. [scrap / trimmings / / ]  
.





## 18. Taxes

- 18.1. This paragraph relates to all sales, transfer and other taxes or customs import duty ("Tax") imposed on \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .
- 18.2. Insofar as any Tax is recoverable or can \_\_\_\_\_ , \_\_\_\_\_ .
- 18.3. Tax shall be stated separately on the Manufacturers invoices, collected \_\_\_\_\_ , \_\_\_\_\_ .
- 18.4. The Manufacturer will indemnify the Client against the \_\_\_\_\_ .
- 18.5. Wherever any sum is chargeable by the Manufacturer to the Client for services based on \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .
- 18.6. In any case where the Client is prohibited by law from making a payment to the Manufacturer without first withholding tax from that \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .

## 19. Visitors

- 19.1. The Manufacturer agrees to host visits by customers of the Client or other people whom \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_. \_\_\_\_\_  
\_\_\_\_\_.

## 20. On site audits

- 20.1. On notice of at least [seven] days, the Client, its partners, financial supporters and its customers' representatives may attend at the [REDACTED].
- 20.2. On notice of at least [seven] days, the Client and/or any professional advisor, may attend at [REDACTED], [REDACTED], [REDACTED], [REDACTED].

OR

- [illegible]

AND





## 24. Confidential Information

24.1. The parties are aware that, as a result of this agreement, they will each have access to and be entrusted with Confidential Information of the other. All Confidential [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] :

24.1.1 [REDACTED], [REDACTED]  
[REDACTED];

24.1.2 [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED];

24.1.3 [REDACTED], [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED . . . ].

24.1.4 [REDACTED]  
[REDACTED];


24.1.5 [REDACTED]  
[REDACTED] ( [REDACTED]  
[REDACTED] );

24.1.6 [REDACTED] ( [REDACTED]  
[REDACTED]  
[REDACTED] ) [REDACTED]  
[REDACTED] .

24.2. This paragraph does not apply to disclosure:

24.2.1 [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED] .

[illegible][illegible]

24.3.  .

.....  
.....

24.6. ....  
..... - .....  
..... , .....  
.....  
..... ( ..... )  
..... ) .....  
.....

## 25. “Work made for hire”

### *Option 1*

25.1. ....  
.....  
.....

25.2. ....  
.....  
..... , .....  
.....  
.....  
..... , .....  
.....

25.3. ....  
.....  
.....

25.4. ....  
.....  
..... , .....

### *Option 2*

25.5. ....  
.....  
..... , .....  
..... , .....  
.....






## 28. Protection of Licensed Material

28.1. The Manufacturer agrees that it will:

28.2.

	.
	,

[illegible]

28.5. .

[illegible]

28.8.1 denigrate the Client;

**28.8.2**

## 29. Duration and termination

This agreement may be terminated:

29.1. by mutual agreement on an agreed date.



### 31. Publicity / Announcements

[illegible]

OR

31.2. Neither party shall:

31.2.1 make any public announcement; or

31.2.2 disclose any information; or

[illegible][illegible]

## 32. Assignment

*OR*

**32.2.**







[illegible][illegible]

[illegible][illegible][illegible][illegible]

**Signed by** / on behalf of the named Parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

For, and on behalf of [ABC Ltd]

```
print name
```

For, and on behalf of [DEF Ltd]

```
print name
```

## **Schedule 1: Detailed Specification and phases**

## **Schedule 2 Standards**

## **Schedule 3 List of setup tools and equipment**

## **Schedule 4 Press release**

## Explanatory notes:

## Fashion or FMCG design and make up agreement

## General notes

- [illegible]

This document has been drawn to protect both parties. However, you may see that a few provisions specifically favour the client. Nevertheless, we have included provisions to protect the manufacturer too.



It is entirely a matter of your choice as to whatever provisions you leave in the agreement or edit, or delete. We have provided guidance in paragraph specific notes.

- #### 4. Recognition of our copyright in this document

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net

[illegible]

- ## 5. Document review service

Please contact our support team at [support@netlawman.ie](mailto:support@netlawman.ie) for further information.





## 17. Transportation

[illegible]

We have left the mode of transport open. We strongly advise that you use an Incoterm because delivery, risks and costs are considered critical points in a sale contract cross the border. Parties to a contract are often unaware that there are different trading practices in their respective countries, for example FOB for an American

<https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>

Below is a basic summary ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

The seven rules defined by Incoterms 2020 for **EXW (Ex Works)** **Incoterms 2020** :

## 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 destination.

## FCA – Free Carrier

## CPT - Carriage Paid To

**CIP** – Carriage and Insurance Paid to

**DAP** – Delivered at Place

**DPU** – Delivered at Place Unloaded

**DDP – Delivered Duty Paid**

© Andrew Taylor and Net Lawman Ltd

.....

## Rules for Sea and Inland Waterway Transport

The four rules defined by Incoterms 2020 for international .....  
..... :

### **FAS** – Free Alongside Ship

The seller is responsible for delivering goods to the buyer by placing the goods alongside the ship at the named port. ....  
.....  
..... - ..... .

### **FOB** – Free on Board

The seller is responsible for loading the goods on board the vessel nominated by the buyer. . The seller must .....  
.....  
..... . .

### **CFR** – Cost and Freight

The seller must deliver the goods to the buyer and pay the costs and freight to bring the goods to the port of destination . ....  
.....  
..... .

### **CIF** – Cost, Insurance and Freight

CIF is exactly the same as CFR except that the seller must pay for the insurance cover against .....  
.....  
..... .

## **18. Taxes**

This paragraph is relevant only to export orders. A basis of taxation can change at the whim of a government. Because you can never know exactly what tax may be charged nor how it will be collected, .....  
..... , ..... , .....  
..... .  
.....  
..... .

## **19. Visitors**

A framework of practical business provisions. Customers or suppliers will be allowed for a visit during the production and manufacturing process.

## 20. On site audits

See last note. The same applies.

[illegible]

## 21. Defective Product returned

[illegible]

## 22. Manufacturer's manufacturing warranty

[illegible]

## 23. Use of sub-contractors

A framework of practical business provisions.

.

## 24. Confidential Information

We have given you a very full

## 25. “Work made for hire”

There is a fundamental principle of law that I own whatever original work I create. This \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ “\_\_\_\_\_” \_\_\_\_\_.



If you fail to protect your IP, someone will steal it. They may just steal it at the edges, or they may

## 29. Duration and termination

Leave the insolvency provisions. As \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_.

### 30. Change of Control

### 31. Publicity / Announcements

## 32. Assignment

Give careful thought to this. Consider the circumstances on both sides which may

### 33. Indemnities



