

IE-COMmfg05

## **Food manufacturing agreement**

**[ABC Ltd]**

**AND**

**[DEF Ltd]**

**Dated: [Date]**

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This agreement is dated: [date]

It is made between:

[ABC Limited], a company incorporated in Ireland under company registration number [number] and whose registered office [ ] ( [ ] “ [ ] ”);

and

[DEF Limited], a company incorporated in Ireland under company registration number [number] and 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

















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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.....

OR

23.2. ....  
.....  
.....  
.....:

23.2.1 [ .....  
.....  
..... ] .....

23.2.2 .....  
; ..... / .....

23.2.3 .....  
..... ; ..... / .....

23.2.4 .....  
.....  
.....

## 24. Indemnity by the Manufacturer

24.1. ....  
..... , ..... , .....  
.....

24.2. ....  
..... , .....  
.....  
.....  
..... , ..... :

24.2.1 ..... , .....  
..... ;

24.2.2 .....  
..... ;

24.2.3 .....  
..... ;











## **Schedule 1: Detailed specification**

## **Schedule 2: Standards**

## **Schedule 3: Packaging and labelling**

## **Schedule 4: Press release**

## **Schedule 5: Delivery locations**









.....  
.....  
.....

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 .....  
.....  
.....  
....., .....  
.....  
....., .....  
.....

**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 .....  
.....  
.....  
.....  
.....  
.....

**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**