Manufacturing agreement: customer side; short version

[ABC Ltd]

And

[DEF Ltd]

Dated: [Date]

Contents

- 1. Definitions
- 2. Interpretation
- 3. Entire agreement
- 4. Manufacturer's warranties
- 5. Scope of work
- 6. Product testing
- 7. Product specification and material coverage
- 8. Production price
- 9. Payment terms
- 10. Packaging and delivery
- 11. Visitors
- 12. On-site audit
- 13. Manufacturer's manufacturing warranty
- 14. Use of sub-contractors
- 15. Defective Product returned
- 16. Confidential Information
- 17. Protection of Intellectual Property
- 18. Duration and termination
- 19. Change of Control
- 20. Assignment
- 21. Indemnity by the Manufacturer
- 22. Damages not adequate
- 23. Uncontrollable events
- 24. Miscellaneous matters

Schedule 1 Detailed Specification and phases

Schedule 2 Standards

Schedule 3 Packaging and labelling

This	agreement is dated: [date]									
It is r	nade between:									
	ber] and whose registered of	ed in Ireland under company registration number ffice								
and										
-	ber] and whose registered of	ed in Ireland under company registration number ffice								
Back	ground:									
A.	The Client is a designer and wholesaler of [high performance bicycles]. The									
B.	The Client and the Manufacturer have agreed that production of the Product shall be undertaken by the Manufacturer on •••••••••••••••••••••••••••••••••••									
It is r	now agreed as follows:									
1.	Definitions									
	In this agreement, the follo	wing words shall have the following meanings, ■ ■ ■ ■ ■ :								
	"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, the

	Know-how and all
	information created or arising from this agreement;
	information owned by a third party and in respect of which a party ••••••••••••••••••••••••••••••••••••
	information, comment or implication published on
	data or information relating to pre-clinical and clinical trial results, processes, formulae, procedures, designs, drawings, apparatus,
	It does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including
"Know-how"	means scientific or technical information, and other procedures and ways of working and organising
"Product"	means [describe the product briefly] or any other
"Detailed Specification"	means the agreed specification of work to manufacture the Product ••••••••••••••••••••••••••••••••••••
"Standards"	means the standards, protocols and regulatory requirements as \blacksquare

© Andrew Taylor and Net Lawman Ltd

2. Interpretation

In this	agreement unless the context ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :
2.1.	A reference to a person includes a human individual, a corporate entity and any organisation ••••••••••••••••••••••••••••••••••••
2.2.	In connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
2.3.	A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a • • • • • • • • • • • • • • • •
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 party not to do or omit to do something includes an obligation not to allow some other
2.7.	A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
2.8.	All money sums mentioned in this I I I I I I I I I I I I I I I I I I
2.9.	This agreement is made only in the English language. If there is any

3. Entire agreement

3.1.	This agreement contains the entire
3.2.	
3.3.	Each party acknowledges that, in entering into this agreement,
3.4.	As an exception to the last •••••, •••••

■ ■ ■ ■ *J*.

4. Manufacturer's warranties

The Manufacturer warrants that:

4.1.	it is registered with [professional organisation, if any] and is certified to [= = = 9001] = = = = = [28] = = = = = = = = = = = = = = = = = = =
4.2.	it is not aware of anything within
4.0	it has the recognity experience all recognity.
4.3.	it has the necessary experience, all necessary • • • • • • • • • • • • • • • • • • •
4.4.	it is not a party to any other
4.5.	it has taken out a policy ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

5. Scope of work

5.1.	The Client warrants that it is either the owner of the entire right, title and interest
5.2.	The Manufacturer shall complete • • • • • • • • • • • • • • • • • •
5.3.	The Manufacturer will use every effort to
Pro	duct testing
6.1.	The Manufacturer shall • • • • • • • • • • • • • • • • • •
6.2.	So far as any Standard requires third
	••••
6.3.	The Manufacturer shall be responsible for obtaining whatever regulatory and
6.4.	The Client shall assist the Manufacturer
6.5.	If at any stage of production, a Product fails
6.6.	After receiving such a notice, the Manufacturer will $\blacksquare \blacksquare \blacksquare \blacksquare [30] \blacksquare \blacksquare \blacksquare$
6.7.	All cost relating in any way to obtaining Standard verification and certification shall

	6.8.	Test data and results shall ■ ■ ■								
	6.9.	Test data, reports and correspon	dence = = = = = = = = = = = = = = = = = = =							
7.	Pro	duction specification an	d materials coverage							
	7.1.	The materials' specification as fir	ally recorded							
	7.2.	[scrap / trimmings / • • • / • •]							
	7.3.		e to time obtain arms length, market							
8.	Pro	duction price								
	8.1.	The price payable by								
		For the first [1000] For the next [5000] For each additional unit	€ [■ ■ ■] € [■ ■ ■] € [number]							
	8.2.	The price shall be increased on t	he first day of [■■■■] ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■							
	8.3.	. If the Client requires delivery to some place other than [■ ■ ■], ■ ■ ■								

		= =]								
9.	Payment terms									
	9.1.	All the payments under this agreement shall be made : : [
	9.2.	A payment by the Client does not imply								
10.	Pac	kaging and delivery								
	10.1.	Each Product shall be marked • • • • • • • • • • • • • • • • • • •								
	10.2.	Immediately after testing each Product will be labelled on the [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
	10.3.	Deliveries will be made by the								
	10.4.	If the Manufacturer is not able to deliver the Product within [30] ■ ■ ■								
	10.5.	[Products are sent by carrier. The								
	10.6.	Delivery time								
11.	Visi	tors								
	11.1.	The Manufacturer agrees to host visits by customers of the Client or other people whom								

	11.2.	There shall be no more than [one] visit • • • • • • • • • • • • • • • • • • •
	11 3	The Client undertakes to inform every visitor of
	11.3.	
	11.4.	The Client must make
12.	On s	site audit
	12.1.	On notice of at least [7] days, no more than • • • • • • • • • • • • •
	12.2.	The auditor shall be instructed not to disclose to
13.	Man	ufacturer's manufacturing warranty
	13.1.	The Manufacturer warrants that for period of [24] months from date of
	13.2.	The Manufacturer will use its best efforts to repair defective
	13.3.	Non-warranty service pricing shall be negotiated

	:	
14.	Use o	f sub-contractors
	The Mar	nufacturer shall not sub-
	OR	
	The Mar	nufacturer may perform any or
	14.1.	The Manufacturer first obtains the written consent of the Client to
	OR	
	14.2.	The Manufacturer must first obtain the written consent
	14.3.	The Manufacturer • • • • • • • • • • • • • • • • • •
	14.4.	The Manufacturer shall indemnify the Client fully against any
	14.5.	So far as work under this ••••••••••••••••••••••••••••••••••••
15.	Defec	tive Product returned
	These p	rovisions apply in the
	The Mar	nufacturer will repair • • • • • • • • • • • • • • • • • • •

15.1.		ect is reported to • • • • • • • • • • [12] • • • • • • • • • • •
15.2.		oduct is returned
15.3.		ect results only from faulty manufacture;
Con	fident	ial Information
16.1.	have a other.	rties are aware that, as a result of this agreement, they will each ccess to and be entrusted with Confidential Information of the All Confidential
		except as provided in this •••;
	16.1.2	not use the Confidential Information in any way for itself
	16.1.3	not store, copy, or use the Confidential
	16.1.4	keep all records only at the address • • • • • • • • • • • • • • • • • •
	16.1.5	use its best endeavours to keep confidential (
16.2.	This pa	aragraph does not apply to disclosure:
	16.2.1	to any person to whom some part of it must be disclosed in

			, = =														
				• • •			•	• .									
	16.2.2	made			1		• •	• •	-	• •	•	• •	••	•	 •	= 1	
	16.2.3	•••															
	16.2.4	•••															
	16.2.5																
	16.2.6	•••															•
	16.2.7	:::						• •	•••			= 1	• •	• •	 • •		
	16.2.8		, ■ ■		 ••	• •		•		■ .	·						
	16.2.9				 -	١.											
	10.2.3			•		. =	· •			· •	 · -	-			•		-
					 		•										
16.3.																	
16.4.																	
		•••			 ••	• •											

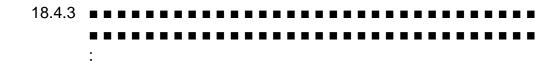
...........

16.5.	•••		 		••	, =			•••	 		 - s	•	••	•	• •	•	•	-
	::		 				• •	-	• •		• •			•	-				
16.6.																		-	•
	•••		 				••	■,								-		-	•
		(•								•	•
	••									<i>,</i> =		 •		-		• =			•

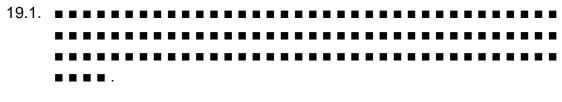
17. Protection of Intellectual Property

	:	'																	- '			-
•••	[•] •			•		-			I I		•		- 1		•	:			
17.1.																						
						-			- 1	•		•	- 1				- 1				•	•
					,																	
17.2.					•	-	•		- 1	• •		•	•	•	•		•		•		• •	
	••	••	,																			
17.3.																						
	••						•		- 1	-		•	- 1				• !	•			•	•
17.4.	••																					
				-	■ ;																	
17.5.			ſ =		_		_	 _		1 .	 _					_				_		
17.0.																						
															-			-	•			
						-			- 1	-		•	■;									
17.6.																						
																					•	•
													- 1				■ ;					

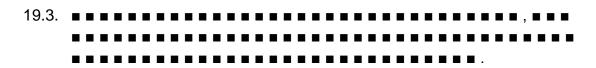
17.7.
17.7.1
17.7.2
Duration and termination
18.1. by mutual agreement on an agreed date.
18.2.
18.3.
18.4.1
30



19. Change of Control

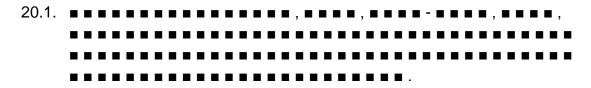




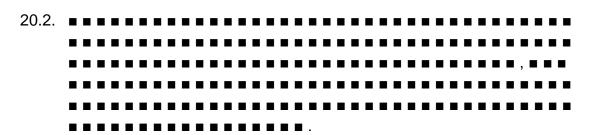


19.4. The Manufacturer agrees that this provision is fair.

20. Assignment



OR



OR

20.3.

			••••• :	••••	••••	••••	•••	••••		• • •	•••
		20.3.1						_			
			••••		•						
		20.3.2	;				•••				
		20.3.3	;					•••	• • • •		
		20.3.4									
					••••						
21.		•	by the								
	21.1.				■ ■ ■ , ■				■,■		
	24.2		••••								
	21.2.		,	••••							
		21.2.1					••••				• • •
		04.0.0				,					

-----;

-----;

22. Damages not adequate

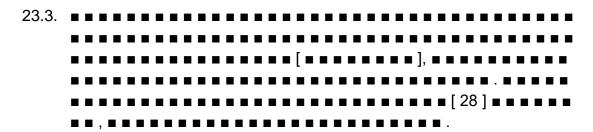
23. Uncontrollable events

23.1.												
] 🔳 1						■, □			
	 		 	 	 	 	 	 				_
		,						 		. –	 	_

AND/OR

23.2.	 		 	 	 	
		 	 	 ■ ■ ,		
		 	 		 ■ ■].	

OR



- 23.4.
- 23.5.
- 23.6.

	[30] , [•
Misc	ellaneous matters	
24.1.		
24.2.		
24.3.	,,,,,	
24.4.		•
		-
24.5.		
24.6.		•
24.7.		

24.8.	••															-	•		ı =	
24.9.					 _	 _			_		_			_						
24.0.		-	 	 	 -		•		•			= 1		•	■ ,	•				• •
	••									,										
	••																			
	••	•	 -		 •		•					= 1	-						•	
		-	 ••		 •	 -	24	•			- 1		-		-			•		• •
																				••
24.10.	••																			
	••	-	 •		 •	 	- 1				I	- 1				•			•	••
			••						_		_	-		_		_	-		-	
24.11.																				
	••															•				••
24.12.																				
																	•	■ ,		• •
24.13.			 	 		 						•								
					 •	 •	•	-			•	•	-							
24.14.			 	 	 _	 _			_		_		•					_		
∠7.14.					 •	 •	•	-			•	•	-			•			•	
																			J =	

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

	■,■■	 ••	I I I			■ [= !	-		= !	=]
print n	ame											
	■,■■	 	 		 _	- [_	_		_	_	. 1
 print n		 					_			_		- ,

Schedule 1: Detailed Specification and phases

Schedule 2: Standards

Schedule 3: Packaging and labelling

Explanatory notes:

Manufacturing agreement: customer side; short version

General notes:

1.	This contract is drawn as a comparatively short version. A different Net Lawman contract is available if your counter-party is in a different country or you simply need more detail that this short version does not cover. In any event you should consider carefully each
2.	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

Once you have edited the document for final use, you may remove the

3. Document review service

If you would like our legal team to check your edited version, we

If you would like our legal team to check your edited version, we

Please contact our support team at support@netlawman.ie for further information.

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

Here we have provided a very full menu of items to cover in "Confidential Information". Depending on your business,
There is no copyright in know-how.
The definition relating to the subject matter of the agreement requires particular care on your part. We have used the term "Product". This is a generic term. The document would read
By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it
Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. If other documents are to be relied on, let them be listed *** , **** , **** .
Manufacturer's warranties
This paragraph covers a certification and qualifications and a number of points which may be very important to you, the customer. It is not enough to see them in the agreement. You should also check
Scope of work
This paragraph is concerned with the basics of what each side is expected to

3.

4.

6.	Product testing
	This paragraph is almost the menu. It is essential that you edit it to your • • • • • • • • • • • • • • • • • • •
7.	Production specification and materials coverage
	Replace our words by those better suited to •••••••••••••••••••••••••••••••••••
8.	Production price
	A framework of practical business provisions. Whatever cost that will incur during
9.	Payment terms
	Self explanatory provision. By
10.	Packaging and delivery
	We cannot know details of the manufacturing, testing, quality control and so on which you will require. The important matter is to set down your procedure clearly and then take it through your required delivery procedure.
11.	Visitors
	A framework of practical business provisions. Customers or suppliers will be allowed for a visit during the production and manufacturing process.
12.	On site audit
	See last note. The same applies.
	Edit as you require. We have provided option

13.	Manufacturer's manufacturing warranty
	A framework of practical business provisions. The last sub-paragraph refers to product liability. It is very difficult to plan in advance for a
14.	Use of sub-contractors
	A framework of practical business provisions. Edit as you require. This paragraph gives
15.	Defective Product returned
	We have provided a sound arrangement but this is a commercial provision, ■

16.	Confidential Information
	We have given you a very full provision suitable for manufacturing a technical product requiring
17.	Protection of Intellectual Property
	If you fail to protect your IP, someone will steal it. They may just steal it at the edges, or they may
18.	Duration and termination
	It really does not matter how you want to end
	Leave the insolvency provisions. As soon as there is any involvement ■ ■ ■

19.	Change of Control
	This draconian provision helps you to avoid the transfer of
20.	Assignment
	Give careful thought to this. Consider the circumstances on both sides which may
21.	Indemnity by the Manufacturer
	A useful = = = = = = = = = = = = . = = = = = =
22.	Damages not adequate
	In a contract dispute, the Court will usually look for a
23.	Uncontrollable events
23.	Often referred to as "force majeure". We advise that you ■ ■ ■ ■ ■ ■ ■ ■ ■
24.	Miscellaneous matters
	A number of special points. We have identified each of these as important to

These are just • • • • • • • • • • • • • • • • • • •
Dispute resolution
There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long
Schedule 1 Detailed Specification and phases
The schedules may be "typed in" or be contained in some document ,
Schedule 2 Standards
These could be international engineering standards, or specification of cloth to be used,
Schedule 3 Packaging and labelling
Specify fully.

End of notes