

IN-COMmfg04

Fashion or FMCG design and make up agreement

[ABC Pvt Limited]

AND

[DEF Pvt Limited]

Dated: [Date]

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This agreement is dated: [date]

It is made between:

[ABC Pvt Limited], a company registered in India under company registration number [number] and whose registered [] ([] “ [] ”);

and

[DEF Pvt Ltd], a company registered in India under company registration number [number] and whose registered [] ([] “ [] ”).

Background:

- A. The Client is a designer and trader in fashion products. The Manufacturer is a contract manufacturer [], [] .
- B. The Client and Manufacturer have agreed that production of [Super Sheila garment] range designed by the Client shall be undertaken by the [] .

It is now agreed as follows:

1. Definitions

In this agreement, the following 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 [] , [] , [] ;

- 5.3. it has the necessary experience, all necessary [redacted] ,
[redacted] , [redacted] .
- 5.4. it is not a party to any other [redacted]
[redacted] , [redacted] , [redacted]
[redacted] .
- 5.5. it has taken out a policy [redacted]
[redacted] [redacted]] .

6. Scope of work

The Manufacturer shall:

- 6.1. complete the Design of the Product.
- 6.2. complete the testing [redacted]
[redacted] .
- 6.3. complete the [redacted] .
- 6.4. on receipt of a purchase order, [redacted]
[redacted]
[redacted] .
- 6.5. use every effort to complete [redacted]
[redacted] .

7. Representative liaison and Design reviews

- 7.1. With effect from today each party will nominate a representative who
will be authorised [redacted]
[redacted]
[redacted]
[redacted] .
- 7.2. [Periodically / once each month], the Manufacturer shall call a Design [redacted]
[redacted]
[redacted]
[redacted] .

- 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 [REDACTED] / [REDACTED] [REDACTED], [REDACTED].
- 8.2. All cost relating in any way to obtaining Standard verification and certification [REDACTED] [REDACTED] - [REDACTED].
- 8.3. Test data and results shall [REDACTED].
- 8.4. Test data, reports and correspondence [REDACTED].

11.2. at acceptance by the [REDACTED] [00 , 000]

11.3. after receiving certificate of compliance with [REDACTED / REDACTED 9001 / REDACTED] [00 , 000]

A payment by the Client does not imply [REDACTED]
[REDACTED]
[REDACTED].

12. Design price and payment

12.1. Wherever a payment obligation is specified in this [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED].

12.2. For designing, development and testing, the Client shall pay the [REDACTED]
[REDACTED]
[REDACTED] 1, [REDACTED]
[REDACTED].

12.3. For all work before commencement of commercial production, the [REDACTED]
[REDACTED] [1 . 5] [REDACTED]
[REDACTED] [1 . 9] [REDACTED].

12.4. In calculating the cost of materials:

12.4.1 cost shall include all [REDACTED]
[REDACTED];

12.4.2 cost shall be [REDACTED]
[REDACTED];

12.4.3 materials shall include bought-in raw materials plus whatever
spare [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

12.5. In calculating the cost of labour:

12.5.1 all production cost shall be included;

12.5.2 the design team [REDACTED]
[REDACTED] [REDACTED].

12.5.3 a fixed sum of Rs [] , - .

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 Rs [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 / /] .

- 17.1. The following Incoterms [redacted]
[redacted] :
- 17.1.1 EXW [named [redacted], [redacted]] [redacted] ©
2020 .
- 17.1.2 FCA [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.3 CPT [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.4 CIP [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.5 DPU [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.6 DAP [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.7 DDP [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.8 FAS [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.9 FOB [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.10 CFR [named [redacted], [redacted]] [redacted] © 2020
.
- 17.1.11 CIF [named [redacted], [redacted]] [redacted] © 2020
.
- 17.2. All rights, obligations, [redacted]
[redacted] .
- 17.3. Unless otherwise agreed in this agreement so [redacted]
[redacted], [redacted]
[redacted]

19.2. There shall be no more than [one] visit ■■■■■■■■■■ . ■■■■■■■■■■
■■■■■ [■■■■■] ■■■■■■■■■■ . ■■■■■■■■■■
■■■■ , ■■■■■■■■■■ .

19.3. The Client undertakes to inform every visitor of ■■■■■■■■■■
■■■■■■■■■ , ■■■■■■■■■■ .
■■■■■■■■■ .

19.4. The Client must make ■■■■■■■■■■
■■■■■■■■■ .

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 ■■■
■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■ , ■■■■■■■■■■ .

20.2. On notice of at least [seven] days, the Client and/or any professional advisor, may attend at ■■■■■■■■■■
■■■■■■■■■ , ■■■■■■■■■■
■■■■■■■■■ , ■■■■■■■■■■ . ■■■■■■■■■■
■■■■■■■■■ , ■■■■■■■■■■
■■■■■■■■■ .

OR

20.3. The parties agree that within [number] days after the end of each period of [six] months, based on the financial year of the ■■■■ / ■■■■
■■■■■■■■■ , ■■■■■■■■■■
■■■■■■■■■ . ■■■■■■■■■■
■■■■ . ■■■■■■■■■■
■■■■■■■■■ .

AND

- 20.4. The auditor shall be instructed not to disclose to [REDACTED]
[REDACTED].
- 20.5. The provisions of this paragraph apply equally to any sub-[REDACTED]
[REDACTED]. [REDACTED] - [REDACTED].
- 20.6. If any discrepancy is found in [REDACTED], [REDACTED]
[REDACTED] [REDACTED].

21. Defective Product returned

These provisions apply in the [REDACTED]
[REDACTED] :

- 21.1. The Manufacturer will repair [REDACTED]
[REDACTED] :
- 21.1.1 the defect is reported to [REDACTED] [12] [REDACTED]
[REDACTED] ;
- 21.1.2 the Product is returned [REDACTED]
[REDACTED].
- 21.1.3 the defect results only from faulty manufacture;
- 21.2. The Manufacturer will refund the [REDACTED]
[REDACTED].
- 21.3. If the Manufacturer repairs or replaces a Product, the Client [REDACTED]
[REDACTED]
[REDACTED], [REDACTED].

22. Manufacturer's manufacturing warranty

- 22.1. The Manufacturer warrants that for period of [24] months from date of [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

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]:

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

24.1.2 [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].

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24.6.
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..... (.....)
.....)
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25. “Work made for hire”

Option 1

25.1.
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25.2.
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25.3.
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25.4.
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Option 2

25.5.
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29.2. []
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29.3. [] [/].

29.4. ,
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29.4.1
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29.4.2 ,
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29.4.3
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30. Change of Control

30.1.
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30.2. ,
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30.3.
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33.4.
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33.5.
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34. Damages not adequate

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35. Uncontrollable events

35.1.
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AND/OR

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

1. We have used the terms "Client" and "Manufacturer" throughout the document. It is for reference only. The best way to deal with this is to start by using find / [REDACTED] ([REDACTED]) [REDACTED]

2. Like all lawyers, we draw documents to suit the party which normally buys that document and presents it to the other side either as a done-deal or with a view to allowing amendments. For example, our commercial leases are drawn to protect the interest of the landlord. Nonetheless, you would not want to buy the document drawn in terms which protect you so strongly that [REDACTED] - [REDACTED] . [REDACTED] , [REDACTED] , [REDACTED] .

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.

3. This contract could be used by the manufacturer or the client, as an aide memoire for negotiations or [REDACTED] .

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 [REDACTED] . [REDACTED] , [REDACTED] - [REDACTED] .

Once you have edited the document for final use, you may remove the [REDACTED] .

5. Document review service

ensure that the product quality is adequate and meets the specification. This avoids the

9. Product testing and quality assurance

A framework of practical business provisions. To have a proper inspection regarding manufacturing and production with proper quality

10. Setup costs

A framework of practical business provisions. Edit

11. Payment for Product development

Product development is usually paid for based either on cost plus uplift or fee for reaching milestones. We have provided later for payment based on cost plus uplift. You can also copy and paste that here as an alternative. This text provides for very simple

12. Design price and payment

A framework of practical business

13. Production price

A framework of practical business provisions. Whatever cost that will incur

14. Payment

Self explanatory provision. By

15. Production specification and materials coverage

Replace our words by those better suited to

16. Delivery

Delivery of the product will be made once the product design is finalised and has gone through the ,

17. Transportation

This and the following paragraph are relevant only to

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 , , : 2020 :

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

Incoterms are not legally binding, unless they are incorporated into an agreement by express reference to the specific Incoterm. We have worded Incoterms in this paragraph prescribed by the International

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 ,

.....

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

This concept is inconvenient for you when you pay someone specifically to write code, draft maps or produce products. Different countries have taken different approaches to the subject. In the USA, I
 “ ”
 1976 ,
 , “
 ”

 ,

An important point of contract law also appears in this paragraph.
 “ ”
 ;

We have provided

If

26. **Designs already made**

This and

Depending the value and extent of the designs

27. **New Designs**

At the start, both sides know what will happen. In fact things

 - ,

 ?

28. **Protection of Licensed Material**

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.....

34. Damages not adequate

In a contract dispute, the Court will usually look for a
..... ,
..... ,
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35. Uncontrollable events

Often referred to as “force majeure”. We advise that you
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..... .
..... .

36. Miscellaneous matters

A number of special points. We have identified each of these as important to
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..... ,
..... ,
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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
.....

