

IN-COMmfg04

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

**[Ubiquity Fashions Pvt Limited]**

**And**

**[Plunder and Lightening Textile Productions Pvt Ltd]**

**Dated: [Date]**

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

[Ubiquity Fashions Pvt Limited], a company incorporated in India [under company registration number [number] and] ■■■■■■■■■■■■■■■■■■■■■■ [■■■■■ ■■■■■] (“[■■■■■]”);

and

[Plunder and Lightning Textile Productions Pvt Ltd], a company incorporated in India [under company registration number [number] and] ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ [■■■■■ ■■■■■] (“[■■■■■]”).

**Background:**

- A. [UFL] is a designer and trader in fashion products. [PLTP] is a contract ■■■■■■■■■■■■■■■■■■■■■■ [■■■■■ ■■■■■, ■■■■■■■■■■■■■■■■■■■■■■].
- B. [UFL] and [PLTP] have agreed that production of [Super Sheila garment] range designed by [UFL] shall be undertaken by [■■■■■] ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ [■■■■■] ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■.

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 ■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■ ;

information about the Intellectual Property, the Know-how and all ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ;













- 7.4. Either party may change the authorised [REDACTED]  
[REDACTED] [REDACTED] [REDACTED].
- 7.5. If [UFL] fails to attend a Design review meeting after notice [REDACTED]  
[REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED].
- 7.6. So far as [UFL] suggests [REDACTED]  
[REDACTED], [REDACTED] [REDACTED] [REDACTED].
- 7.7. After each change to any part of the Design or process, [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED].

## 8. Product design testing

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

## 9. Product testing and quality assurance

- 9.1. [UFL] shall be responsible for obtaining whatever regulatory and [REDACTED]  
[REDACTED] / [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED].

- 9.2. [PLTP] shall assist [UFL] [REDACTED], [REDACTED].
- 9.3. If at any stage of design or production, a Product [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED].
- 9.4. After receiving such a notice, [PLTP] [REDACTED] [ 30 ] [REDACTED] [REDACTED] - [REDACTED] [REDACTED] / [REDACTED] [REDACTED]].

## 10. Setup costs

- 10.1. The costs of tools and equipment required [REDACTED] [REDACTED] [REDACTED] [REDACTED] 3.
- 10.2. [UFL] has approved the list [REDACTED] - [REDACTED] [REDACTED].
- 10.3. [UFL] shall buy, [REDACTED] [REDACTED].

OR

- 10.4. [PLTP] [REDACTED].

## 11. Payment for Product development

[UFL] [REDACTED] [REDACTED] :

- 11.1. at acceptance by [REDACTED] [REDACTED] [REDACTED] [ 00 , 000 ]
- 11.2. at acceptance by [REDACTED] [REDACTED] [REDACTED] [ 00 , 000 ]
- 11.3. after receiving certificate of compliance with [REDACTED] / [REDACTED] 9001 / [REDACTED] [REDACTED] [ 00 , 000 ]











## 20. On site audits

20.1. On notice of at least [seven] days, [UFL]'s, its partners, financial supporters and its customers' representatives may attend at [ ] 's [ ] 's [ ] 's [ ] . [ ] [ ] [ ] , [ ] .

20.2. On notice of at least [seven] days, [UFL] and/or any professional advisor, may attend at any [ ] 's [ ] , [ ] [ ] , [ ] [ ] [ ] 's [ ] .

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 [PLTP] / [ ] , [ ] [ ] [ ] 's [ ] [ ] 's [ ] [ ] .

AND

20.4. The auditor shall be instructed not to disclose to [ ] [ ] [ ] [ ] .

20.5. The provisions of this paragraph apply equally to any sub- [ ] [ ] [ ] [ ] - [ ] .

20.6. If any discrepancy is found in [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] .



## 21. Defective Product returned

These provisions apply in the event [redacted]  
[redacted]:

21.1. [PLTP] will [redacted]  
[redacted]:

21.1.1 the defect is reported to [redacted] [ 12 ] [redacted]  
[redacted];

21.1.2 the Product is returned [redacted] [redacted]  
[redacted].

21.1.3 the defect results only from faulty manufacture;

21.2. [PLTP] will refund the [redacted]  
[redacted].

21.3. If [PLTP] repairs or replaces a Product, [UFL] [redacted]  
[redacted] [redacted] [redacted]  
[redacted], [redacted]  
[redacted].

## 22. [PLTP]'s manufacturing warranty

22.1. [PLTP] warrants that for period of [24] months from date [redacted]  
[redacted] [redacted], [redacted]  
[redacted] [redacted], [redacted], [redacted]  
[redacted].

22.2. Non-warranty service pricing shall be negotiated [redacted]  
[redacted]  
[redacted].

22.3. If either party shall become aware of [redacted]  
[redacted], [redacted]  
[redacted].

## 23. Use of sub-contractors

[PLTP] shall not sub-[redacted]  
[redacted].

OR

[PLTP] may perform any [REDACTED]  
[REDACTED] - [REDACTED] :

23.1. [PLTP] first obtains the written consent of [UFL] [REDACTED]  
[REDACTED] - [REDACTED] . [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED] .

OR

23.2. [PLTP] must first obtain the written consent [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] - [REDACTED]  
[REDACTED] - [REDACTED] ;

23.3. [UFL] may decline to accept a [REDACTED] - [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] ;

23.4. [PLTP] [REDACTED]  
;

23.5. [PLTP] indemnifies [UFL] fully against [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] - [REDACTED] .

23.6. So far as work under this [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] [REDACTED]  
[REDACTED] ] [REDACTED] , [REDACTED] :

24.1.1 except as provided in this [REDACTED] , [REDACTED]  
[REDACTED] , [REDACTED] ;





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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25.6. [ ] .....  
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25.8. [ ] ..... [ ] .....  
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25.9. [ ] ..... [ ] .....  
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**Signed by** [personal name] on behalf of [Ubiquity Fashions Pvt Limited] as its representative who personally accepts liability for the proper authorisation by [Ubiquity Fashions Pvt Limited] to enter into this agreement.

**Signed by** [personal name] on behalf of [Plunder and Lightening Textile Productions Pvt Ltd] as its representative who personally accepts liability for the proper authorisation by [Plunder and Lightening Textile Productions Pvt Ltd] to enter into this agreement.

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



## **Schedule 2: Standards**

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

## **Schedule 4: Press release**























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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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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

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**Schedule 1 Detailed specification and phases**

The schedules may be “typed in” or be contained in some document .....  
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**Schedule 2 Standards**

These could be international engineering standards, or specification of cloth to be used, .....  
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**Schedule 3 List of setup tools and equipment**

