

IN-COMmfg05

Food manufacturing agreement

[Name of party 1]

And

[Name of party 2]

Dated: [Date]

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This agreement is dated [date] and made between:

Asian Sauce Company Pvt Limited, a company incorporated in India [under company registration number [number] and] [redacted] [redacted] (“ [redacted] ”);

and

Green Lane Foods Pvt Limited, a company incorporated in India [under company registration number [number] and] whose [redacted] [redacted] (“ [redacted] ”).

Background:

- A. ASC is a food product intermediary for made up sauces for restaurant and retail trade. [redacted] [redacted] .
- B. ASC and Green Lane have agreed that production of the “Hot Stuff” range of sauces, the recipes to which are owned by ASC, shall [redacted] [redacted] [redacted] .

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings, [redacted] [redacted] :

“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; [redacted] [redacted] [redacted] .

“Confidential Information” means all information about a Party, including any information which may give a commercially competitive advantage to [redacted] [redacted] :
information about employees, their performance and [redacted] [redacted] ,
data or information relating to suppliers, product plans,

4. Green Lane's warranties

Green Lane warrants that:

- 4.1. it is a registered [professional organisation, if any] and is certified to ISO [9001] [28] ,
- 4.2. it is not aware of anything within
- 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

Green Lane shall:

- 5.1. complete all necessary refinements to the Recipe.
- 5.2. complete the testing and
- 5.3. obtain whatever regulatory and other governmental approvals /
- 5.4. ASC shall assist Green Lane in ,
- 5.5. manufacture the

6. Representative liaison and Recipe design reviews

6.1. With effect from today Green Lane and ASC will each nominate a representative who will [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
.

6.2. [Periodically / once each month], Green Lane shall call a review [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

6.3. The representative of a Party at a Recipe review meeting shall be a person with [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

6.4.

6.5. So far as ASC suggests changes [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

6.6. After each change to any part of the Recipe design [REDACTED], [REDACTED]
[REDACTED] [7] [REDACTED]
[REDACTED].

6.7. The materials specification as finally recorded [REDACTED]
[REDACTED]
[REDACTED].

7. Product testing and quality assurance

7.1. Green Lane shall be responsible for obtaining whatever regulatory and [REDACTED]
[REDACTED]
[REDACTED].

7.2. ASC shall assist Green Lane in [REDACTED], [REDACTED]
[REDACTED].

11.2. The price shall be increased on the first [redacted]
[redacted]
[redacted] [redacted].

11.3. If ASC requires delivery to some place other than [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
.

12.1.3 CPT [named [redacted], [redacted]] [redacted] ® 2020
.

12.1.4 CIP [named [redacted], [redacted]] [redacted] ® 2020
.

12.1.5 DPU [named [redacted], [redacted]] [redacted] ® 2020
.

12.1.6 DAP [named [redacted], [redacted]] [redacted] ® 2020
.

12.1.7 DDP [named [redacted], [redacted]] [redacted] ® 2020
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12.1.8 FAS [named [redacted], [redacted]] [redacted] ® 2020
.

12.1.9 FOB [named [redacted], [redacted]] [redacted] ® 2020
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14. Visitors

14.1. Green Lane agrees to host visits by customers of ASC or other people whom,
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.....

14.2. There shall be no more than [\[one\]](#) visit
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.....

14.3. ASC undertakes to inform every visitor of
.....
.....

14.4. ASC must make sure
.....

15. On site audits

15.1. On notice of at least [\[seven\]](#) days, ASC's, its partners, financial supporters and its customers' representatives may attend at Green Lane's
.....
.....
.....
.....
.....

15.2. [On notice of at least \[seven\] days, ASC and/or any professional advisor, may attend at any](#)
.....,,
.....,,,
.....
.....

OR

17.1.6 restrict visitors to its [REDACTED]
[REDACTED].

17.2. This paragraph does not apply to disclosure:

17.2.1 made with the [REDACTED]
[REDACTED].

17.2.2 by order of the [REDACTED]
[REDACTED].

17.2.3 of information which must be disclosed by the receiving Party [REDACTED]
[REDACTED]; [REDACTED], [REDACTED], [REDACTED], [REDACTED],
[REDACTED].

17.2.4 so far as [REDACTED]
[REDACTED].

17.2.5 [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED].

17.3. [REDACTED]
[REDACTED]
.

17.4. [REDACTED]
[REDACTED]
[REDACTED].

17.5. [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

17.6. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED] ([REDACTED] ([REDACTED].

.....)
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18. Protection of Intellectual Property

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..... []

18.1.
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18.3. -
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18.6. [],
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18.8.
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18.9.
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..... 1], [..... 1]
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19.8. [..... 2] [..... 1
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..... [..... 2]

19.9. [..... 2] [.....
..... 1] [.....
..... 2]
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20. Duration and termination

This agreement may be terminated:

20.1. By mutual agreement on an agreed date.

20.2. [.....]
..... .

20.3. [.....] [..... /].

20.4.
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20.4.1
..... [.....
.....] [30]
..... ;

20.4.2
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20.4.3
..... ,

27.10. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] - [REDACTED].

It shall be deemed to have been delivered:

[REDACTED] : [REDACTED]
[REDACTED];
[REDACTED] :
[REDACTED] 72 [REDACTED];
[REDACTED] - [REDACTED]
[REDACTED]
[REDACTED] - [REDACTED] : [REDACTED] 24 [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED] . [REDACTED] . [REDACTED]
[REDACTED] - [REDACTED] . [REDACTED] ,
[REDACTED]
[REDACTED]].

27.11. [REDACTED]
[REDACTED] , [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

27.12. [REDACTED] , [REDACTED]
[REDACTED] , [REDACTED]
[REDACTED].

27.13. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] , [REDACTED]
[REDACTED].

27.14. [REDACTED]
[REDACTED]
[REDACTED].

27.15. [REDACTED] , [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

Schedule 1: Detailed specification

Schedule 2: Standards

Schedule 3: Packaging and labelling

Schedule 4: Press release

Schedule 5: Delivery locations

12. Transportation

This and the following paragraph are relevant only to export orders. By all

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 company may have a different meaning to FOB for an Indian trader. This can lead to misunderstanding and, in the worst scenario, costly litigation. Incoterms 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

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 ,
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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

The seller pays for carriage and insurance to the named destination point,
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DAP – Delivered at Place

The seller pays for carriage to the named place, except for costs related to import clearance,
.
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DPU – Delivered at Place Unloaded

The seller pays for carriage, except for costs related to import clearance, and assumes all risks
.
.

DDP – Delivered Duty Paid

The seller is responsible for delivering the goods to the named place. The seller must pay all costs in bringing the goods
.
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Rules for Sea and Inland Waterway Transport

Specify fully.

Schedule 4 Press release

We have no comment.

Schedule 5 Delivery locations

Specify fully.

End of notes