

NZ-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 New Zealand, Company Number/NZBN [number] whose registered [ ] ( " " );

and

[DEF Limited], a company incorporated in New Zealand, Company Number/NZBN [number] whose registered [ ] ( " " ).

### 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





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. The words “without limitation” shall be deemed to follow any use of the words “■■■■■” ■■■■ “■■■■■” ■■■■.

2.9. All money sums mentioned in this agreement are calculated net of GST, which ■■■■■■■■■■.

2.10. All dollar amounts referred to in this agreement ■■■■■■■■■■. ■■■■■■■■■■.

2.11. This agreement and its schedules / attachments are to be taken together so as to give effect to all of them as far as possible with each document helping to interpret the others. But if there is any conflict or ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■. ■■■■■■■■■■.

2.12. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■.

### 3. Entire agreement

- 3.1. This agreement contains the entire agreement between the Parties and supersedes all [REDACTED].
- 3.2. Conditions, warranties or other terms implied by [REDACTED], [REDACTED], [REDACTED].
- 3.3. Each Party acknowledges that, in entering into this agreement, [REDACTED], [REDACTED], [REDACTED].
- 3.4. As an exception to the last [REDACTED], [REDACTED]:  
[Enter list [REDACTED]  
[REDACTED]]










### 4. Manufacturer's warranties

The Manufacturer warrants that:

- 4.1. it is a registered [what, if any?] and is certified to [ISO 9001 ] [REDACTED] [28] [REDACTED], [REDACTED].
- 4.2. it is not aware of anything within [REDACTED].
- 4.3. it has the necessary experience, all necessary [REDACTED], [REDACTED].
- 4.4. it is not a party to any other [REDACTED], [REDACTED].
- 4.5. it has taken out a policy [REDACTED] \$ [REDACTED].

## 5. Scope of work

The Manufacturer 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. the Client shall assist the Manufacturer   
  
 .
- 5.5. manufacture the Product   
 .

## 6. Representative liaison and Recipe design reviews

- [illegible]



[illegible][illegible]

## 7. Product testing and quality assurance

7.1. The Manufacturer shall be responsible for obtaining whatever regulatory and \_\_\_\_\_ / \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

[illegible]

## 8. Production specification and materials coverage

[illegible][illegible]

## 9. Packaging and delivery

9.1. Each Product shall   
 3.

9.2. Delivery shall be made to ■ ■ ■ ■ [ ■ ■ ■ ■ / ■ ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■ ]  
 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 5.

9.3. Delivery [to any location] ■■■■■■■■■■■■■■■■■■■■■■ 24 ■■■■■■■■■■■■■■■■■■■■■■







- [illegible]

## 14. Visitors

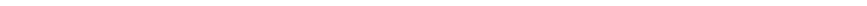
- 14.1. The Manufacturer agrees to host visits by customers of the Client or other people whom [REDACTED] , [REDACTED] . [REDACTED] . [REDACTED] .
- 14.2. There shall be no more than [one] visit [REDACTED] . [REDACTED] [REDACTED] [REDACTED] , [REDACTED] .
- 14.3. The Client undertakes to inform every visitor of [REDACTED] , [REDACTED] .









17.3. .

.....  
 ..... [ ..... ] ..... :

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**19.5.** [ ■■■■■■■■■■ 2 ] ■■■■■■■■■■  
 ■■■■■■■■■■  
 ■■■■■■■■■■ ,  
 ■■■■■■■■■■ [ ■■■■■■■■■■ 1 ], ■■■■■■■■■■  
 ■■■■■■■■■■ .

19.6. [ ■■■■■■■■■■ 2 ] ■■■■■■■■■■  
 ■■■■■■■■■■ ■■■■■■■■■■ [  
 ■■■■■■■■■■ 1 ] ■■■■■■■■■■  
 ■■■■■■■■■■ .

19.7.  $[ \dots 2 ] \dots$   
 $\dots$   
 $\dots$ ,  $\dots$   
 $\dots$   
 $\dots [ \dots$   
 $\dots 1 ]$ ,  $\dots [ \dots 1 ] \dots$   
 $\dots$ .

19.8. [ ■■■■■■■■■■ 2 ] ■■■■■■■■■■ [ ■■■■■■■■■■ 1  
] ■■■■■■■■■■  
■■■■■■ [ ■■■■■■■■■■ 2 ] ■■■■■■■■■■

[illegible]



[illegible][illegible]

OR









[illegible]

**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

**■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ [ ■■■■■■■■■■■■■■■■■ ]**

```
print name
```

**□ □ □ □ , □ □ □ □ □ □ □ □ □ □ □ □ □ □ [ □ □ □ □ □ □ □ ]**

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print name
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## **Schedule 1: Detailed specification**

## **Schedule 2: Standards**

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

## **Schedule 4: Press release**

## **Schedule 5: Delivery locations**

## Explanatory notes:

## Food manufacturing agreement

## General notes:

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### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

[illegible]

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

If your counter-party is in New Zealand, you may decide to remove or abbreviate the lists in “Intellectual Property”. We have included them, first to









[illegible]

The seller pays for carriage to the named place, except for costs related to import clearance, . . . . .

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

The seller is responsible for delivering the goods to the named place. The seller must pay all costs in bringing the goods

The four rules defined by Incoterms 2020 for international :  
 :

The seller is responsible for delivering goods to the buyer by placing the goods alongside the ship at the named port.

The seller is responsible for loading the goods on board the vessel nominated by the buyer. The seller must

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## 18. Protection of Intellectual Property

[illegible]

## 19. “Work made for hire”

We have provided the .....  
.....

In most Western countries, the originator of any “work” has a packet of rights. If he does not sell ■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■  
■■■■■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■  
■■■■■■■■■■ “■■■■■” ■■■■■■■■■■ . ■■■■■■■■■■  
■■■■■■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■

[illegible]

## 20. Duration and termination

[illegible]

Note that in a very few words, we have

“ ” .

,

[illegible]

## 21. Change of Control

[illegible]

## 22. Publicity / Announcements

We advise that publicity \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ “ \_\_\_\_\_”.

## 23. Assignment

Give careful thought to this. Consider the circumstances on both sides which may

## 24. Indemnities by the Manufacturer

These indemnities are reasonable. However, \_\_\_\_\_.

\_\_\_\_\_. \_\_\_\_\_.

\_\_\_\_\_.

## 25. Damages not adequate

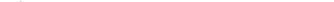
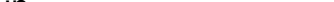

In a contract dispute, the Court will usually look for a simple financial

## 26. Uncontrollable events

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

## 27. Miscellaneous matters

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

These are just as valid in   
,   
.

There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long

.

.

.

"

".

.

.

The schedules may be “typed in” or be contained in some document attached.

[illegible]

Specify fully.

We have no comment.



## **Schedule 5 List of delivery locations**

Specify fully.

## **Ends of notes**