Manufacturing contract: manufacturer side; short version

[ABC Ltd]

And

[DEF Ltd]

Dated: [Date]

Contents

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- 15. Defective Product returned
- 16. Confidential Information
- 17. Duration and termination
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Schedule 1 Detailed Specification and phases

Schedule 2 Standards

Schedule 3 Packaging specification

This	his agreement is dated: [date]												
It is n	nade between:												
regist		ed in England and Wales under company whose registered ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■											
And													
regist		d in England and Wales under company whose registered ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■											
Back	ground:												
A.	The Client is a designer and retailer of high performance bicycles. The												
B.	The Client and Manufacturer have agreed that production of the Product shall be undertaken by the Manufacturer on												
It is n	ow 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
	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, owned by or licensed to the Client, whether or not registered or registrable in any
"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 detailed specification set out $\blacksquare \blacksquare \blacksquare \blacksquare$ \blacksquare
"Standards"	means the standards, protocols and regulatory requirements as \blacksquare

2. Interpretation

In this	:
2.1.	A reference to a person includes a , ,
2.2.	In connection with any benefit given by
	-,
2.3.	A reference to a person includes reference to that person's successors legal representatives,
2.4.	A reference to a paragraph or schedule is to
. -	
2.5.	The headings to the paragraphs and
2.6.	Any agreement by any party not to do or
	•.
2.7.	A reference to the knowledge, information, belief or awareness , = = = , = = = = = = = = = = = = = =
2.8.	The words "without limitation" shall
	- .
2.9.	All money sums mentioned in this
	•••
2.10.	This agreement is made only in the English language. If there is any ■

3.		ire agreement
	3.1.	This agreement contains the entire I I I I I I I I I I I I I I I I I I
	3.2.	Each party acknowledges that, in entering into this agreement,
	3.3.	As an exception to the last [Enter list = = =].
4.		ent's warranties Client warrants that:

- 4.3. it is not insolvent and knows of no circumstance which would
- 4.4. it has taken out a policy ***** *****

5. Manufacturer's warranties

The Manufacturer warrants that:

	5.1.	it is registered with [professional organisation, $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare = ?] \blacksquare = [12345].$								
	5.2.	it is not aware of anything within								
	5.3.	it has the necessary experience, all necessary								
	5.4.	it is not a party to any other • • • • • • • • • • • • • • • • • • •								
	5.5.	it has taken out a policy •••••£ [••••••].								
6.	Scope of work									
	6.1.	The Manufacturer shall complete , , , , , , , , , , , , , , , , , ,								
	6.2.	The Manufacturer will use every effort to								
7.	Prod	duct testing								
	7.1.	The Manufacturer shall								
	7.2.	So far as any Standard requires								
	7.3.	The Client shall be responsible for obtaining whatever regulatory and								
	7.4.	The Manufacturer shall assist the Client								

		For the next [5000] ■ ■ ■ ■	£[■■■■]
		For the first [1000] = = =	: £[■■■]
	9.1.	The price payable by ■ ■ ■ ■ ■ ■	
9.	Pro	duction price	
		prices for [scrap / trimmings / offcuts /	
	8.3.	The Manufacturer shall from time to ti	me obtain arms length, market
	8.2.	[scrap / trimmings / ■ ■ ■ / ■ ■ ■]	
	8.1.	The materials specification as finally r	
8.	Pro	duction specification and m	naterials coverage
		•••••	
	7.7.	Test data, reports and correspondence	ee with
	7.6.	Test data and results	
			•••••
	7.5.	All cost relating in any way to obtainin certification shall	

9.3.	If the Client requires delivery to some place other than [• • • •], • • • • • • • • • • • • • •
Payı	ment and interest
10.1.	Payment shall be made by any of: [• • • • • • • • • • • • • • • • • •
10.2.	The Manufacturer reserves the right to charge the Client interest in respect of the late payment of any sums due
Pac	kaging and delivery
11.1.	Each Product shall be marked • • • • • • • • • • • • • • • • • • •
11.2.	Immediately after testing, each Product will be labelled on \blacksquare
11.3.	Deliveries will be made by the carrier to [
11.4.	If the Manufacturer is not able to deliver the Product within [30] = = = =
11.5.	Products are sent by carrier. The Manufacturer

11.

11.6. If the Manufacturer agrees with the Client to deliver on a particular day

12.	Man	facturer's manufacturing warranty	
		The Manufacturer warrants that for period of [24] months from date of	
	12.2.	The Manufacturer will use its best efforts to repair defective	
	12.3.	Non-warranty service pricing shall be negotiated	
	12.4.	f either party shall become aware of	
13.	Limi	ation of liability	
	13.1.	he law differs from one	
	13.2.	The Manufacturer shall not	
		3.2.1 indirect or consequential loss; or	
		3.2.2 economic loss or other • • • • • • • • • • • • • • • • • • •	
		3.2.3 loss or damage suffered by	

		The above provisions apply even if such
	13.3.	Except in the case of death or personal injury, the total liability of the Manufacturer under
	13.4.	The Manufacturer is not
		13.4.1 the Product • • • • • • • • • • • • • • • • • • •
		the Product that has been ••••••••••••••••••••••••••••••••••
		13.4.3 the model or serial number *** *** **** **** **** **** **** **** **** **** ***
14.	Use	of sub-contractors
	:::	
	14.1.	
	14.2.	;
	14.3.	
15.	Defe	ective Product returned
	:::	

15.1.		
	15.1.1	[12]
	15.1.2	
	15 1 3	the defect results only from faulty manufacture;
15.0		•
15.2.	•:	
	15.2.1	
	15.2.2	securely wrapped;
	15.2.3	at risk and cost to Client/Manufacturer
15.3.		,,
15.4.		,,
	\blacksquare \blacksquare .	

16. Confidential Information

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	■ ■ , ■
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	16	.1.2																																
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	16	.1.3																																
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	16	.1.4																													•			
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10.4.																																		
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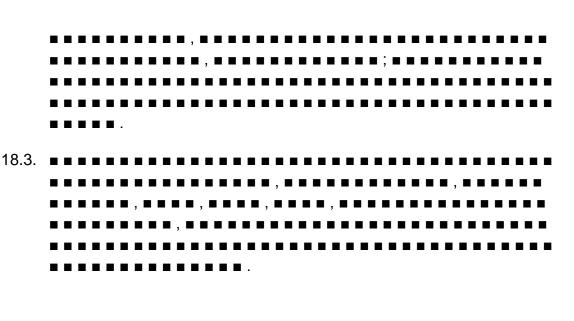
This agreement may be terminated: 17.1. by mutual agreement on an agreed date. 17.2. 17.3. 17.4. ------17.4.1 ------............................ -----------...... 17.4.2 -----------..............................

17.4.3

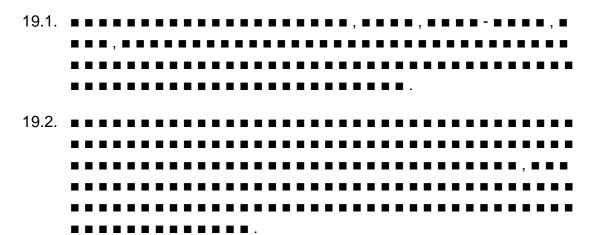
18. Indemnities

18.1.

18.2.



19. Assignment



20. Uncontrollable events

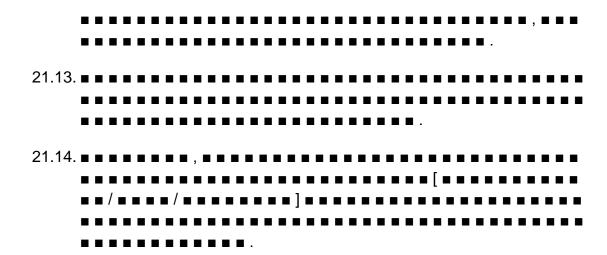
20.1.	• [• ·	• • •] , • • •		••••		,	
AND/			••••	•••	 •••.		
20.2.	 •••	•••	• • • •	••••	 ,	[• • • • •]	• • • • •

OR

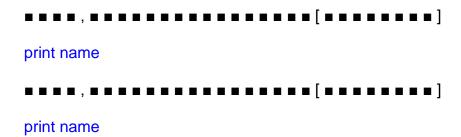
20.3	
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21.1.	
21.2.	
24.2	
21.3.	

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21.5.										
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21.6.				 	 	 				
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21.12.				 	 	 				
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Signed by/ on behalf of the name of the parties by their representative who personally accepts liability for the proper authorisation by their respective employer or principal to enter into this agreement.



Schedule 1: Detailed Specification and phases

Schedule 2: Standards

Schedule 3: Packaging and labelling

Explanatory notes:

Manufacturing contract: manufacturer side; short version

Car	Oro	l n	0100
Gei	iei a		otes

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.	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,
	Nonetheless, you would not want to buy the document drawn in terms which protect you so strongly that your counter-party refuses to accept it. So there is a *** , **** , **** , **** .
	This document has been drawn specifically to favour the manufacturer. Nevertheless, we have included some provisions to protect your counter-party too. These paragraphs are in blue font. It is entirely a matter of your choice
3.	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 .
4.	Document review service
	If you would like our legal team to check your edited version, we

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

Paragraph specific notes

Notes numbering refers to paragraph numbers.

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	 u	G.					u		

Definitions
You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
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 better
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 ————————————————————————————————————

4. **Client's warranties**

2.

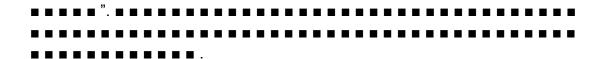
3.

	nese provisions are important to you.
5.	Manufacturer's warranties
	This paragraph covers a number of points which may be very important to the customer.
6.	Scope of work
	This paragraph is concerned with the basics of what each side is expected to do and not do.
7.	Product testing
	This paragraph is almost the menu. It is essential that you edit it to your ■ ■ ■
	,
8.	Production specification and materials coverage
	Replace our words by those better suited to •••••••••••••••••••••••••••••••••••
9.	Production price
	A framework of practical business provisions. Whatever cost that will incur during
10.	Payment and interest
	A useful provision to promote fast payment. The rate and cumulating period are for negotiation,
	By all means edit as you require.
11.	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.

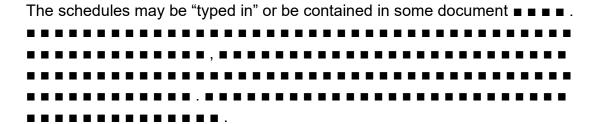
Manufacturer's manufacturing warranty
A framework of practical business provisions. The last sub-paragraph refers to product liability. It is very difficult to plan in advance for a
Limitation of liability
This is powerful protection for the manufacturer. It is usual to have some limit in an agreement of
Use of sub-contractors
This paragraph gives you control
Delete if not required.
Defective Product returned
We have provided a sound arrangement
Confidential Information
We have given you a very full
Duration and termination
It really does not matter how you want to end
Leave the insolvency provisions. As

Indemnities

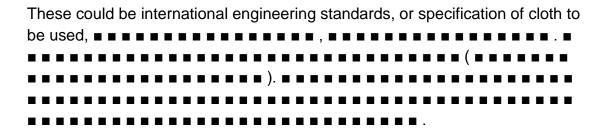
	These mutual indemnities are reasonable. However,
19.	Assignment
	This provision helps you to avoid the transfer of
	Give careful = = = = = = = = = = = = = = = = = = =
20.	Uncontrollable events
	Often referred to as "force majeure". We advise that you ■ ■ ■ ■ ■ ■ ■ ■ ■
21.	Miscellaneous matters
	A number of special points. We have identified each of these as important to
	These are just
	Rights of Third Parties Act
	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



Schedule 2 Standards



Schedule 3 Packaging and labelling

We have no comment.

End of notes