

MANUFACTURING AGREEMENT

Location: _____ Date: _____

Parties:

Manufacturer Name: _____

Address: _____

Contact Information: _____

Client Information:

Client Name: _____

Address: _____

Contact Information: _____

Product Description:

Detailed description of the goods to be manufactured:

Manufacturing Specifications and Standards:

The Manufacturer agrees to produce the goods in accordance with the specifications, quality standards, and drawings provided by the Client, attached hereto as Exhibit A. The Manufacturer shall comply with all applicable federal, state, and local laws, regulations, and industry standards.

Order and Delivery:

The Client shall submit purchase orders specifying quantities, delivery dates, and shipping instructions. The Manufacturer shall use commercially reasonable efforts to meet delivery schedules. Delivery shall be made FOB Manufacturer's facility unless otherwise agreed in writing.

Price and Payment Terms:

Prices for the products shall be as set forth in the attached pricing schedule (Exhibit B). Payment terms are net 30 days from the date of invoice unless otherwise agreed. Late payments shall bear interest at the maximum rate permitted by law.

Inspection and Acceptance:

Client shall have the right to inspect the goods upon delivery and shall notify Manufacturer in writing of any nonconformity within 10 business days. Failure to notify shall constitute acceptance. Manufacturer shall, at its option, repair or replace nonconforming goods.

Warranties:

Manufacturer warrants that the goods shall be free from defects in material and workmanship for a period of 12 months from delivery. This warranty does not cover damages resulting from misuse, abuse, or unauthorized modifications.

Confidentiality:

Both parties agree to keep confidential and not disclose any proprietary or confidential information received under this Agreement to any third party without prior written consent, except as required by law.

Intellectual Property:

All intellectual property rights in the specifications and designs provided by the Client shall remain the exclusive property of the Client. Manufacturer shall not use such intellectual property for any purpose other than performing its obligations under this Agreement.

Limitation of Liability:

Neither party shall be liable for consequential, incidental, special, or punitive damages arising out of or relating to this Agreement. Manufacturer's total liability shall not exceed the total amount paid by Client under this Agreement.

Force Majeure:

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, war, terrorism, government actions, labor disputes, or shortages of materials.

Term and Termination:

This Agreement shall remain in effect until all obligations are completed unless terminated earlier by either party upon 30 days written notice for material breach if such breach remains uncured. Upon termination, Client shall pay for all goods delivered and work performed through termination date.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the courts located in _____ County, _____.

Entire Agreement:

This Agreement, together with all exhibits, constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements. No amendment shall be effective unless in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect,

and the invalid provision shall be reformed to the extent possible to effect the original intent.

Waiver:

Failure or delay by either party to enforce any right or remedy shall not constitute a waiver of such right or remedy or any other rights or remedies.

Notices:

All notices shall be in writing and shall be deemed given upon personal delivery, nationally recognized overnight courier, certified mail return receipt requested, or electronic means with confirmation of receipt, to the parties at their addresses set forth herein or as updated by written notice.

Signatures:

MANUFACTURER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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