
MANUFACTURING AGREEMENT

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

TABLE OF CONTENTS

Article 1	Definitions	5
Article 2	Manufacturing Operations	6
Article 3	Manufacturing	6
Article 4	Ordering and delivery of Products	6
Article 5	Product prices	7
Article 6	Records and Reports	7
Article 7	Invoicing and General Payment Terms	8
Article 8	Limitations of Liability	8
Article 9	Terms and Termination	9
Article 10	Amendments	9
Article 11	Intellectual Property and Technology	10
Article 12	Force Majeure	10
Article 13	Governing Law and Chosen Forum	10
Article 14	Severability	10
	APPENDIX A - List of Products	11
	APPENDIX B - Prices of products	12

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, MANUFACTURER AND PRINCIPAL AGREE AS FOLLOWS:

Article 1 Definitions

1. For the purpose of this Agreement, the following terms shall have the meaning assigned to them below unless the context requires otherwise:
 - a) **Agreement** means this Manufacturing Agreement together with the Appendices hereto, as may be amended, modified or supplemented by the Parties from time to time.
 - b) **Effective Date** means the date first hereinabove written.
 - c) **Intellectual Property** means any patent, copyright, registered or unregistered design right, trademark, trade name and any application of the foregoing and any other intellectual property right whatsoever.
 - d) **Manufacturing Operations** means all activities of Manufacturer related to the manufacture and supply of the Products.
 - e) **Person** means any natural person as well as any firm, corporation, Limited Liability Company, trust, partnership, joint venture, association, or any other unincorporated organization.
 - f) **Product** or **Products** means the products manufactured and delivered by Manufacturer at Principal's instructions and listed on Appendix A hereto.
 - g) **Product Specifications** means and includes any and all designs, drawings, blueprints, formulations, models, specifications, manufacturing data, techniques, processes, procedures, performance data, know-how and other technical information relating to the design, manufacture and/or operation of the Products.
 - h) **Technology** means any methods, techniques, discoveries, inventions (whether patentable or not), formulae, formulations, technical and product specifications, equipment descriptions, plans, layouts, drawings, computer programs, assembly, quality control, installation and operating procedures, operating manuals, technical and marketing information, designs, data, know-how and other information.
 - i) **Specifications** means the Product Specifications and any and all other requirements, directions, criteria, procedures and other specifications established by Principal and furnished to Manufacturer from time to time concerning any aspect of Manufacturer's performance under this Agreement.

Article 9 Terms and Termination

1. The Agreement will be effective as from the Effective Date for a period of at least one year unless terminated in accordance with the provisions set forth below.
2. The Agreement will remain effective after the lapse of the aforementioned period of time, unless and until it is terminated by either party with a three months written notice period.
3. Either party may terminate this Agreement with immediate effect in case of a repeated failure of the other party to comply with the material obligations that the latter has assumed under this Agreement, or in case of another grave cause, after having notified the other party of such failure and where this party has not cured the failure within a reasonable period.
4. Upon expiration or termination of this Agreement for any reason (unless agreed on otherwise by the Parties):
 - the Manufacturer shall complete delivery of all orders then existing according to the terms of this Agreement, unless the Principal and the Manufacturer agree on the cancellation of some or all pending orders.
 - the Parties shall each return all materials provided by the other Party.
 - the Manufacturer shall not sell, deliver or use any Products not purchased by the Principal, without the prior written consent of the Principal.
 - either Party shall immediately pay to the other Party all amounts properly due to the other Party under the terms of this Agreement.

Article 10 Amendments

1. Both Parties will regularly review this Agreement as to the reasonableness of its terms. If at any time the Parties discover that this Agreement does not provide for a fair balance between the interest of both Parties anymore, this Agreement, including Appendices shall be adapted to this change of circumstance. The Parties shall then agree upon such amendments as are required to reflect the change of circumstances.
2. Principal will review the Appendices on a regular basis and, if so required, the Appendices shall be adapted. Manufacturer shall confirm in writing the acceptance of amendments to the Appendices that are required to appropriately reflect the arrangements made under this Agreement.
3. No alteration, amendment, waiver, cancellation or other change in any term or condition of this Agreement shall be valid or binding on any party unless the same has been agreed to in writing by both Parties.