

INTERNATIONAL MANUFACTURING CONTRACT



Date:

Between:

..... [company legal name] whose registered office is at
..... [address, city and country] and registration/fiscal
number is (hereafter referred to as “the Company”),

and:

..... [company legal name] whose registered office is at
..... [address, city and country] and registration/fiscal
number is (hereafter referred to as “the Manufacturer”).

Preamble [Parties may include a preamble explaining the activities of each and describing the history of their relationship, if for example the Contract continues a prior relationship].

.....
.....

It is agreed as follows:

1. Appointment

- 1.1 The Company appoints the Manufacturer to manufacture the products.
- 1.2 The Manufacturer agrees to manufacture all products describe in Annex 1 of this contract in accordance with orders issued by the Company and to supply the products as set out in this Contract.
- 1.3 This Contract shall commence on the date written above and continue for an initial period of [6 or 12] months. It shall then continue for further consecutive periods of [6 or 12] months until terminated by the Company at any time on one month’s written notice to expire at the end of the initial or any subsequent period of [6 or 12] months.
- 1.4 The Manufacturer acknowledges that this appointment is non-exclusive and The Company is free to appoint other manufacturers, in the Manufacturer’s country or in other countries, to manufacture products on its behalf.

2. Orders

- 2.1 Each order for products shall be in writing and shall contain a detailed specification to enable the Manufacturer to fulfil the order including any special requirements and the date for delivery of the completed Products.
- 2.2 Unless otherwise agreed in writing when an order is placed, the terms and conditions in this contract will apply to it.
- 2.3 The Manufacturer will promptly confirm in writing receipt of each order and confirm to the Company the delivery date of products based on the information provided by the Company. Any discrepancy or omission in the information supplied by the Company must be notified by the Manufacturer to the Company within [3, 5, 7] working days of the date of each order.
- 2.4 The Company may but is not obliged to give the Manufacturer a forward estimate of requirements for products in advance of placing specific orders and will notify any changes in its estimates.

3. Obligations of the Manufacturer

- 3.1 The Manufacturer shall manufacture and deliver all products so as to meet the requirements of all orders.
- 3.2 Every order for products must be completed ready for delivery within [3, 5, 10] weeks from the date of the order unless otherwise specified in the order or agreed in writing within [3, 5, 7] working days of the order being received by the Manufacturer.
- 3.3 All products must:
 - 3.3.1 Fully comply with the order and with any specification, samples or patterns comprised in the order.
 - 3.3.2 Be of high quality, comprise only suitable materials and be fit for the purposes for which they are supplied.
 - 3.3.3 Comply with all applicable laws, regulations and standards including but not limited to fire, health and safety regulations.
- 3.4 The Manufacturer shall for the duration of this contract maintain adequate product liability insurance in respect of all products and against loss or damage of materials and products at his factory or when in transit. Whenever reasonably requested he will provide a copy of his insurance policy and evidence that the insurances remain in effect and premiums are paid up to date.

This is a sample of 2 pages out of 8 of the International Manufacturing Contract

To get more information about this contract click here:



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