Contract Manufacturing Agreement

This agreement is made between the Brand Owner and the Manufacturer named below and takes effect on the date of the last signature.

Brand Owner

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Manufacturer

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Purpose

The Manufacturer will manufacture the products below for the Brand Owner to the Brand Owner's specifications, under the Brand Owner's brand.

Products

PRODUCTS AND SPECIFICATIONS

MINIMUM BATCH SIZE

PRODUCTION LEAD TIME (DAYS)

RAW MATERIALS

MANUFACTURING LICENCE NUMBER

Prices and payment

PRICING

CREDIT PERIOD (DAYS)

LATE INTEREST (% P.A.)

Prices exclude GST unless stated. Invoices carry the GSTINs above and, where required, an e-invoice IRN and

e-way bill.

Specific terms

- Specifications. Formulations, designs and artwork belong to the Brand Owner and are used only for the Brand Owner's orders.
- Quality. Each batch has a certificate of analysis; the Brand Owner may audit the plant.
- Recall. The Manufacturer bears recall costs caused by manufacturing defects.
- No sale to others. The Manufacturer does not sell the Brand Owner's products or lookalikes to anyone else.

Standard commercial terms

- Delivery and risk. Goods are delivered as per the Incoterm or delivery terms in the order; risk passes on delivery and title passes on full payment.
- Inspection. The buyer inspects goods within 7 days of delivery and reports shortages or defects in writing with photos; otherwise the goods are treated as accepted.
- Quality. Goods match the agreed specifications, are fit for their usual purpose and comply with applicable law, including the Legal Metrology (Packaged Commodities) Rules and BIS standards where they apply.
- Confidentiality. Prices, customer data and business plans shared under this agreement are kept confidential during it and for two years after.
- Liability. Neither party is liable for indirect or lost-profit losses. Each party's total liability is capped at the amount paid or payable in the 12 months before the claim, except for fraud or breach of confidentiality.
- Termination. Either party may end this agreement by written notice of the period below, or at once for a material breach not fixed within 15 days. Orders already accepted are completed.
- Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, such as natural disasters, epidemics or government action.

Notice period to terminate

◯ 30 days ◯ 60 days ◯ 90 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Brand Owner

SIGNATURE

PRINTED NAME

DATE

Manufacturer

SIGNATURE

PRINTED NAME

DATE