

TOLL MANUFACTURING AGREEMENT

Location: _____ Effective Date: _____

Parties:

Toll Manufacturer Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Client:

Client Name: _____

Address: _____

Contact Person: _____

Phone/Email: _____

Definitions:

For purposes of this Agreement, the following terms shall have the following meanings: 1. "Product(s)" means the product(s) specified by the Client to be manufactured by the Toll Manufacturer pursuant to this Agreement. 2. "Specifications" means the detailed descriptions, formulations, and requirements provided by the Client for the Products. 3. "Raw Materials" means all ingredients, components, packaging, and materials required to manufacture the Products. 4. "Confidential Information" means all non-public information disclosed by either party to the other concerning this Agreement or the business of the parties.

1. Appointment and Scope of Work

The Client hereby appoints the Toll Manufacturer to manufacture the Products in accordance with the Specifications. The Toll Manufacturer agrees to manufacture, package, and deliver the Products as specified herein in compliance with all applicable laws and good manufacturing practices.

2. Raw Materials and Supply

Unless otherwise agreed in writing, the Client shall supply all Raw Materials necessary for the manufacture of the Products. The Toll Manufacturer shall inspect such Raw Materials upon receipt and notify the Client of any discrepancies or defects.

3. Manufacturing Standards and Compliance

The Toll Manufacturer shall manufacture the Products in accordance with the Specifications, applicable laws, regulations, and good manufacturing practices. The Toll Manufacturer shall maintain all necessary licenses and permits for the performance of the manufacturing services.

4. Quality Control and Inspection

The Toll Manufacturer shall implement quality control procedures to ensure the Products meet the Specifications. The Client or its authorized agents shall have the right to inspect the manufacturing facilities and Products during normal business hours upon reasonable notice.

5. Delivery and Title

The Toll Manufacturer shall deliver the Products to the location specified by the Client. Title and risk of loss shall pass to the Client upon delivery, unless otherwise agreed in writing.

6. Pricing and Payment Terms

The Client shall pay the Toll Manufacturer the agreed fees for manufacturing the Products. Invoices shall be submitted according to the agreed schedule and shall be payable within the agreed payment terms.

7. Confidentiality

Each party agrees to keep confidential and not disclose to any third party any Confidential Information received from the other party, except as required by law or as necessary to perform under this Agreement.

8. Intellectual Property

All intellectual property rights in the Specifications, trademarks, trade names, and other proprietary materials shall remain the exclusive property of the Client. The Toll Manufacturer shall not use such intellectual property except as necessary to perform its obligations.

9. Indemnification

Each party shall indemnify, defend, and hold harmless the other from any claims, damages, liabilities, and expenses arising out of breach of this Agreement, negligence, or willful misconduct.

10. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

11. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice. Termination shall not affect accrued rights or obligations.

12. Force Majeure

Neither party shall be liable for delay or failure to perform due to causes beyond reasonable control, including acts of God, natural disasters, war, or government actions.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

14. Entire Agreement

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements.

15. Amendments

No amendment or modification shall be effective unless in writing and signed by both parties.

16. Notices

All notices shall be in writing and deemed given when delivered in person, by certified mail, overnight courier, or electronic means with confirmation.

TOLL MANUFACTURER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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