CONTRACT FOR THE MANUFACTURE

AND SALES OF GOODS

ThisContract for The Manufactureand Sales of Goods (the “Sales Contract”) is made on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the “Seller”), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [BUYER NAME]** (the "Buyer"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **DESCRIPTION OF MANUFACTURE AND SALE**

Seller agrees to manufacture and sell to the buyer the following goods:

[DESCRIBE GOODS AND SET FORTH SPECIFICATIONS] (The “goods”).

1. **PAYMENT**

Buyer agrees to pay for the goods as follows: [%] down within [NUMBER] days after execution of this agreement; [%] within [NUMBER] days after seller notifies buyer of opportunity to inspect and seller’s intent to make delivery at expiration of [NUMBER] days from notice; and [%] upon delivery. If seller should regard its prospect of receiving the last payment insecure, it may demand payment prior to delivery.

1. **DELIVERY SCHEDULE**

Seller shall commence manufacturing within [NUMBER] weeks following receipt of buyer’s initial deposit. Subject to the provisions of Section Five, the seller will complete such manufacturing and make the goods available for inspection at seller’s plant not later than [DATE]. If the buyer’s inspection discloses defects or adjustments, The seller shall have a reasonable time to correct such defects and make such adjustments as are necessary. Buyer shall then have an opportunity to make a final pre-shipment inspection. Seller shall within [NUMBER] days of inspection cause the goods to be appropriately packaged and shipped to [ADDRESS], [CITY], [COUNTRY], or to such other destination specified by the buyer. Seller shall pay all expenses of packaging and preparations for shipment and buyer shall pay all costs of shipment, including insurance on both seller’s and buyer’s respective interests.

**EXCUSE FOR NONPERFORMANCE**

Seller’s obligations under this agreement are accepted subject to strikes, labour troubles (including strikes or labour troubles affecting any suppliers of seller), floods, fires, acts of God, accidents, and delays, shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of seller. The impossibility of performance by reason of any legislative, executive or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement.

1. **WARRANTIES AND LIMITATIONS**

Seller warrants that the goods shall be delivered free of the rightful claim of any third person by way of patent infringement, and if the buyer receives notice of any claim of such infringement, it shall, within [NUMBER] days, notify the seller of such claim. If the buyer fails to forward such notice to seller, it shall be deemed to have released seller from this warranty as to such claim.

THERE ARE NO WARRANTIES OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

1. **ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the seller as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written.

SELLER BUYER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title