

# Turnkey Manufacturing Services Contract

This Turnkey Manufacturing Services Contract ("Agreement") is made and entered into as of \_\_\_\_/\_\_\_\_/\_\_\_\_ ("Effective Date"), by and between:

**Client:** \_\_\_\_\_

Address: \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_

Address: \_\_\_\_\_

Collectively referred to as the "Parties."

## 1. Scope of Services

Manufacturer agrees to provide turnkey manufacturing services for the products specified by Client, including procurement, assembly, testing, quality control, and delivery in accordance with the specifications attached hereto as Exhibit A.

## 2. Term

This Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with Section 8.

## 3. Pricing and Payment

1. Prices are as agreed in Exhibit B.
2. Payment terms are NET \_\_\_\_ days from the date of invoice.
3. Late payments may incur interest as provided by applicable law.

## 4. Intellectual Property

All intellectual property rights in the designs and products to be manufactured shall remain with the Client. Manufacturer shall not reproduce, use or disclose any Client IP, except as necessary to perform the services under this Agreement.

## 5. Confidentiality

The Parties agree to maintain in confidence any confidential or proprietary information exchanged during the term of this Agreement in accordance with Exhibit C.

## 6. Warranties

Manufacturer warrants that all products shall conform to specifications and be free from defects in material and workmanship for a period of \_\_\_\_ months from delivery.

## 7. Limitation of Liability

To the extent permitted by law, neither Party shall be liable for indirect, incidental, or consequential damages under this Agreement.

## 8. Termination

Either Party may terminate this Agreement upon \_\_\_\_ days' prior written notice.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of

\_\_\_\_\_.

## 10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or understandings regarding the subject matter herein.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Client

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Manufacturer

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_