

= MANUFACTURING AGREEMENT =
= Contract template under Dutch Law =

This Agreement is entered into as of [Date], by and between:

1. **FF**, a company incorporated under the laws of The Netherlands, with its corporate seat and business office at [Address], Netherlands ("FF"), represented by Mr. [Name], hereinafter referred to as the "Client".

and

2. **[Manufacturer Name]**, a company incorporated under the laws of [Country], with its corporate and business offices at [Address], ("Manufacturer"), represented by Mr. [Name], hereinafter referred to as the "Manufacturer".

Collectively referred to as the "Parties" or individually as a "Party".

WHEREAS:

- **FF** specializes in the development, design, marketing, and sale of bicycles and related products ("FF Products").
- **FF** seeks a manufacturer for frames and other components of bicycles.
- **Manufacturer** has expertise in manufacturing products comparable to FF Products.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose

Subject to this Agreement's terms and conditions, FF assigns to Manufacturer, and Manufacturer accepts the assignment to fabricate FF Products as ordered by FF. Manufacturer shall act as an independent contractor. This Agreement does not create any form of partnership, employer/employee relationship, or joint venture between the Parties.

2. Products and Specifications

- **2.1** Manufacturer shall fabricate the Products listed in Annex 1 ("Products") according to the models, drawings, specifications, and technical requirements specified therein ("Specifications").
- **2.2** FF Products will be manufactured following FF's written orders detailing type, quantity, and characteristics, which Manufacturer will confirm within 48 hours.
- **2.3** Manufacturer will indicate the delivery timeline, not exceeding [number] weeks from order confirmation.
- **2.4** Manufacturer shall test and validate the Products per Annex 2's quality standards and procedures. Tests may be conducted in FF's presence upon request.
- **2.5** Manufacturer shall notify FF of the Delivery Date at least seven days in advance.

3. Grant of License

FF grants Manufacturer a non-transferable, non-exclusive license to use the FF model and trademarks related to the FF Products for internal manufacturing purposes at [Location], subject to the following conditions:

- **3.1** The Intellectual Property may not be made available to any third party without FF's prior written consent.
- **3.2** The license does not allow Manufacturer to copy, adapt, modify, distribute, or recreate the Intellectual Property without FF's explicit consent.

4. Purchase Price and Payment

- **4.1** The Purchase Price and payment terms for the Products are specified in Annex 3.
- **4.2** Payment terms are net 30 days from the invoice date.

5. Delivery Terms

Manufacturer shall deliver the Products [Ex Works/FOB/DDP] [Location], adequately packed and ready for transport. Risk passes to FF upon product dispatch from Manufacturer's facility or when FF is notified that the goods are ready for collection.

6. Force Majeure

If Manufacturer's performance is hindered by events beyond reasonable control, Manufacturer may suspend deliveries or reduce obligations, with suspended deliveries possibly being canceled after a continuous four-week delay.

7. Warranties and Liabilities

- **7.1** Manufacturer warrants that the Products will meet the Specifications and be free from defects for two years from the Delivery Date.
- **7.2** Manufacturer is not liable for defects arising from normal wear and tear, misuse, or lack of maintenance.

8. Confidentiality

Both Parties shall maintain the confidentiality of all proprietary information exchanged under this Agreement.

9. Termination

Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within 14 days of notice.

10. Miscellaneous

- **10.1** This Agreement is governed by the laws of the Netherlands.
- **10.2** Disputes arising from this Agreement shall be exclusively resolved in the competent courts of Amsterdam, Netherlands.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Signature of FF Representative]

[Signature of Manufacturer Representative]

This contract template is designed to be professional and adaptable for specific details that might vary between different agreements.