FIXED TERM MANUFACTURING AND SUPPLY AGREEMENT

WORKING DRAFT — NOT READY FOR SIGNATURE. Complete actual commercial terms, specifications, regulatory responsibilities and required review. No signature fields are presented.

1. Parties, products and authority

Effective date: [DATE]. **Buyer:** [BUYER FULL LEGAL NAME], Corporation, at [BUYER ADDRESS]; formation state [STATE]. **Supplier:** [SUPPLIER FULL LEGAL NAME], Corporation, at [SUPPLIER ADDRESS]; formation state [STATE].

Actual authority and approvals: [ACTUAL SIGNERS CAPACITIES FORMATION JURISDICTION IF]

Arrangement: Fixed-term supply (defined volume, defined period). **Industry context:** General / industrial goods.

Product: [PRODUCT NAME DESCRIPTION]. **Unit of measure:** [UNIT OF MEASURE]. **Specifications summary:** [PRODUCT SPECIFICATIONS SUMMARY]

Complete specifications and changes: [COMPLETE DATED SPECIFICATIONS DRAWINGS VERSIONS SKUS]

Supplier shall supply conforming goods under the completed specifications and accepted orders. Only actual identified, completed attachments are incorporated. No missing Exhibit A, B or quality agreement is deemed supplied. Changes require the approval process recorded above; mandatory product-safety duties remain applicable.

2. Quantities and orders

Stated annual volume/estimate: [STATED ANNUAL VOLUME OR GOOD FAITH] [UNIT OF MEASURE].

Actual commitment, covered operations and exclusivity: [ACTUAL QUANTITY COMMITMENT COVERED OUTPUT OR]

The completed quantity terms must distinguish an estimate from a binding minimum or purchase obligation. No minimum or acceptance by silence is inferred from the estimate alone.

Ordering, lead times and lot schedules: [PO FORMATION AND EXPRESS ACCEPTANCE LEAD]

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No automatic five-day acceptance or thirty-day lead time is supplied. Under applicable UCC 2-612, separately accepted lots may constitute an installment contract despite a clause calling each delivery a separate contract. Rejection, cure and cancellation of the whole contract must be assessed under the applicable installment rules and actual impairment.

Exclusive arrangements require actual competition-law review; no party represents a market effect merely by selecting this form. Applicable good-faith and exclusive-dealing obligations remain operative.

3. Delivery, risk and ownership

Selected delivery rule: Domestic FOB place of shipment — applicable UCC. **Named place/ports:** [EXACT NAMED DELIVERY PLACE PORT AND]

Domestic FOB place of shipment is an applicable-UCC delivery term, not an Incoterms 2020 rule. Supplier must make the agreed conforming shipment and bear the expense and risk of putting goods into the carrier's possession at the named shipment point, subject to applicable law and the completed terms.

Transport and responsibilities: [TRANSPORT MODE CARRIER SELECTION LOADING UNLOADING]

Separate title and security terms: [ACTUAL TITLE TRANSFER POINT IDENTIFICATION ANY]

Incoterms allocate delivery obligations, risk and costs; they do not determine ownership. Domestic FOB terms must not be treated as ICC FOB vessel terms. Identify goods, any reservation of title/security interest, governing law and required perfection separately. Applicable breach-related risk rules and mandatory obligations remain available.

4. Price, payment and duration

Unit price: USD [AGREED UNIT PRICE IN SELECTED CURRENCY] per [UNIT OF MEASURE]. **Payment selection:** Net 30. **Price adjustment selection:** Fixed for entire term (no escalation).

Complete price and payment terms: [ACTUAL PRICE BASIS TAX DUTIES INCLUDED]

Actual adjustment formula and procedure: [EXACT PRICE ADJUSTMENT INDEX SERIES BASE]

No default interest, collection fee, tax allocation or deposit forfeiture is imposed. Complete the selected invoice/payment trigger and any discount or prepaid amount. Fixed pricing remains fixed unless a lawful agreed change applies; an adjustment selection alone supplies no missing index or formula.

Initial term: [INITIAL TERM YEARS] year(s) from the effective date. **Automatic renewal selected:** Yes. **Nonrenewal notice:** [NON RENEWAL NOTICE PERIOD DAYS BEFORE] days before the term ends, with actual renewal duration and notice procedure below.

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Renewal, termination and transition: [ACTUAL RENEWAL PERIOD AND NOTICE PROCEDURE]

Termination and suspension remain subject to bankruptcy law, including 11 U.S.C. 365(e) where applicable and any automatic stay. No automatic termination solely on insolvency or bankruptcy is created. Account for accepted goods, actual committed inventory, mitigation, credits and refunds without double recovery.

5. Quality, acceptance and remedies

Agreed inspection period: [INSPECTION ACCEPTANCE WINDOW DAYS AFTER DELIVERY] days after delivery. **Stated warranty period:** [PRODUCT WARRANTY PERIOD MONTHS FROM DELIVERY] months; actual commencement and coverage below.

Inspection, rejection, cure and latent defects: [INSPECTION TESTING REJECTION AND CURE PROCEDURE]

Actual warranties and remedies: [EXACT EXPRESS WARRANTIES START PERIOD EXCLUSIONS]

The inspection period does not itself extinguish latent-defect, warranty, revocation or nonwaivable rights. No blanket implied-warranty disclaimer is supplied. Any negotiated disclaimer must satisfy applicable law and cannot negate express warranties unlawfully. Under applicable UCC 2-719, failure of an exclusive remedy's essential purpose and unconscionable limitations require separate treatment. Mandatory consumer-warranty and product-safety protections prevail.

Audit rights selected: Yes. **Agreed ordinary advance notice:** [ADVANCE NOTICE REQUIRED FOR AUDIT DAYS] days. **Actual scope and exceptions:** [ACTUAL AUDIT SCOPE ACCESS RECORDS CONFIDENTIALITY]

6. Product and regulatory responsibilities

Actual classification, jurisdictions and responsibilities: [ACTUAL PRODUCT CLASSIFICATION MANUFACTURING SALE JURISDICTIONS]

Identify actual product, facility, safety and market requirements. A commercial description is not regulatory approval.

Traceability, reporting and recalls: [ACTUAL TRACEABILITY COMPLAINTS REPORTING RECALLS CORRECTIVE]

Each party shall perform its actual assigned duties and comply with laws applicable to its activities. Contract allocation does not transfer away duties owed to regulators or affected people. Obtain required

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approvals before regulated activity. No license, certification, quality-system conformity or legal exemption is represented by industry selection.

7. Intellectual property, tooling and confidentiality

Actual ownership, assignments and licenses: [IDENTIFY OWNED BACKGROUND IP ACTUAL NEW]

No rights beyond those actually controlled and expressly granted are transferred. Commissioned work is not automatically work made for hire under 17 U.S.C. 101. Copyright transfers must meet applicable signed-writing requirements under Section 204; patent rights and third-party licenses require their own review. Ownership of physical tooling does not itself convey intellectual property.

Confidentiality and permitted disclosures: [ACTUAL CONFIDENTIAL INFORMATION USE ACCESS EXCLUSIONS]

Lawful compelled disclosures and nonwaivable reporting rights remain available. A request for injunctive relief remains subject to the court's standards and any security requirement; no automatic injunction or bond waiver is created.

8. Liability, insurance and interruption

Cap selection: Fees paid/payable in the preceding 12 months.

Actual cap operation, exclusions and indemnities: [ACTUAL LIABILITY CAP MEASUREMENT AGGREGATION EXCLUSIONS]

No blanket consequential-damage exclusion or third-party defense obligation is added beyond the completed terms. Nonwaivable rights and liabilities remain unaffected; assess consumer injury, unconscionability and failed remedies under applicable law.

Actual insurance and evidence: [ACTUAL POLICIES LIMITS CURRENCY ENDORSEMENTS INSURED]

A certificate does not amend a policy or itself create additional-insured status. Verify actual endorsements, coverage and available notice obligations; this form does not establish existing insurance.

Force majeure and allocation: [ACTUAL FORCE MAJEURE EVENTS NOTICE MITIGATION]

No automatic commodity-regulation exclusion or crop-failure discharge is established. Apply the agreed conditions and applicable law, including notice, mitigation, permitted allocation and termination accounting.

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9. Disputes and applicable law

Proposed governing law: [STATE]. **Process:** State or federal court. **Proposed forum:** [VENUE CITY], [STATE].

Actual dispute procedure: [ACTUAL COURT ARBITRATION MEDIATION PROCEDURE RULES]

Under 9 U.S.C. 402, the person alleging a covered sexual-assault or harassment dispute, or the named representative of a class or collective action alleging such conduct, may elect against enforcement of predispute arbitration or a joint-action waiver for a covered case. A court determines applicability under federal law notwithstanding delegation. Other nonwaivable rights remain available; no additional jury or class waiver is inferred.

International-sales treatment: Expressly exclude CISG. The parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Actual jurisdiction and mandatory-law review: [ACTUAL MANDATORY LAW AND MARKET REVIEW]

Limited state review note: Review actual state/local sales law, consumer protections, limitations periods and other mandatory requirements. State selection does not establish compliance.

No DTPA waiver is granted. The chosen state does not displace otherwise applicable mandatory law. These notes are limited guidance, not comprehensive legal approval or a determination of every claim's limitations period.

10. General terms and execution

Notices, assignment, integration and other terms: [ACTUAL NOTICES ADDRESSES DELIVERY EFFECTIVENESS ASSIGNMENT]

The completed agreement and expressly identified attachments form the agreement for this transaction, subject to the specified priority. Amendments require signed agreement of authorized parties. Severability operates only as permitted by law; no automatic judicial rewriting is promised. Electronic execution may be used where applicable requirements are met. ESIGN does not waive substantive requirements or required consumer disclosures.

Review record: Terms: Not selected. Authority: Not selected. Applicable law: Not selected. Final review: Not selected.

These selections record supplied answers, not attorney certification. Review the completed contract and all actual attachments before signing.

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