

OEM / ODM MANUFACTURING AGREEMENT

This OEM/ODM Manufacturing Agreement is entered into by and between the Brand Owner (Buyer) and the Manufacturer (Seller) in China, subject to the laws of the People's Republic of China.

Article 1 Scope of Cooperation

1.1 The Manufacturer agrees to manufacture and supply products according to the specifications, designs, and quality standards provided by the Buyer.

Article 2 Intellectual Property Rights (IPR)

2.1 All trademarks, patents, copyrights, and industrial designs provided by the Buyer or developed specifically for the Buyer shall remain the sole property of the Buyer.
2.2 The Manufacturer shall not use the Buyer's IPR for any other purpose.

Article 3 Quality Control & Inspection

3.1 The Manufacturer shall implement strict quality control standards.
3.2 The Buyer reserves the right to send inspectors to the factory at any time during production.

Article 4 Confidentiality

4.1 Both parties agree to maintain strict confidentiality regarding all technical data, drawings, formulas, and business information.

Article 5 Delivery & Acceptance

5.1 Deliveries shall be made in batches as scheduled in purchase orders.
5.2 Defective products found upon inspection shall be replaced at the Manufacturer's expense.

Article 6 Breach of Contract & Indemnity

6.1 If the Manufacturer delays delivery, liquidated damages shall accrue at [0.1%] per day of delay.
6.2 Breach of IPR confidentiality shall incur substantial indemnification.

Article 7 Applicable Law & Dispute Resolution

7.1 Governed by PRC law. Resolved via arbitration in China.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

SELLER (Manufacturer / Exporter):	BUYER (Overseas Purchaser):
Signature:	Signature:
Name:	Name:

Title:	Title:
Date:	Date: