



[Date]

# Private Label Agreement

LegalName  
[COMPANY NAME]



## PRIVATE LABEL MANUFACTURING AGREEMENT

This PRIVATE LABEL MANUFACTURING AGREEMENT (hereinafter referred to as the "**Agreement**") is between The Spain's Group, LLC dba Spain's Spices (hereinafter, "**Manufacturer**") and ABC (hereinafter, "**Customer**" (collectively the "**Parties**" and each a "**Party**"). **Private Label** means products owned/manufactured by one company can be for sale under another company's brand.

The **Manufacturer** is in the business of manufacturing and selling Low Sodium, Gluten Free, Sugar Free, No MSG, No GMO blended seasonings (hereinafter, "Products") for private label contract packaging and for customers wishing to resell those products under Customer Private Label Brand.

The **Customer** wishes to purchase and sell Products provided by **Manufacturer** in combination with packaging and product specifications for private label under the **Customer's** Brand or Business Name.

### Recitals

WHEREAS, the Parties have found it in their mutual best interest to enter into the present transaction;

WHEREAS, it is the intention of the Parties that Manufacturer shall sell to Customer the below Product and Services, and Customer shall purchase such Product and Services according to the provisions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

1. **EFFECTIVE DATE.** This Agreement will become effective as of \_\_\_\_\_.
2. **PURCHASE.** The total purchase price is due upon receipt of the purchase order. All purchase transactions will be made through PayPal.
3. **DESCRIPTION OF PRODUCTS AND SERVICES.** Manufacturer has agreed to sell, and Customer has agreed to purchase the following property and hire the Manufacturer to prepare services for Customer's brand (hereinafter, the "Product and Services"):
  - a. Products are manufactured in the following flavors: Spain's Gourmet All n' One, Spicy, Lemon Pepper and Garlic and Herb Seasonings. Products are Low Sodium, Gluten Free, Sugar Free, No MSG, No GMO blended seasonings. The Manufacturer is the sole owner of all seasoning's Products base formulas, recipes or variation formulas and are not available or authorized for modification by Customer.
  - b. Manufacturer shall provide all selected packaging components and materials, including but not limited to a white gloss label, foil lined caps, lids, clear jars, leak prevention measures, etc. (collectively called "Components") for specified products, by the Customer.
    - Materials are subject to change based on availability.
  - c. Manufacturer shall create, print and apply all labels to clear jars. All labels will be applied by Manufacturer by hand and may vary in application alignment. Slight

label tilting and height variances are normal for this type of application and acceptance is non-negotiable.

- d. Customer label creation can be created by Manufacturer for an additional fee. This is non-negotiable. See Figure 1.
- e. Manufacturer can create the Customers logo, if requested for an additional fee. See Figure 1.

#### **4. CUSTOMER RESPONSIBILITIES.**

- a. Customer are required to purchase four (4) cases (12 units per case) minimum for the first purchase. Cases can be in any combination of the four flavors. When re-ordering there will be a two (2) case minimum requirement. With an authorized login, all products are ordered through <https://www.spainsspices.com/wholesale-catalog>
- b. Customer shall provide Manufacturer with customer's brand logo and label content for panels. Content shall include product name, graphics and special verbiage specific to Customers product.
- c. Customer must also provide a product name for all Customer Private Label Brands. The product names can remain the same as the Manufacturer except for the All n' One flavor. Customer is required to change this product name exclusive to your Brand.
- d. Customer is solely responsible for verifying that the quality and delivery of all Components used by Manufacturer for the private label products meet the Customer's standards and are appropriate for the specified products selected by the Customer.
- e. If the Customer has not purchased or tried the Manufacturer Products; it is recommended, not required, for Customer to purchase Manufacturer Product samples before any private label work commences.

**5. FEES AND PRICING**

<b>QTY.</b>	<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT/Wholesale PRICE</b>	<b>CASE PRICE/FEES</b>		<b>TOTAL</b>
	110213-J05/ 1SSPLW	4.8 oz. All n' One Seasoning (12 per case) - <b>Includes labor</b>	\$3.15	\$37.80		
	110216-J05/ 1SSPLW	4.9 oz. Garlic & Herb Seasoning (12 per case) - <b>Includes labor</b>	\$3.15	\$37.80		
	110214-J05/ 1SSPLW	4.8 oz. Spicy Seasoning (12 per case) - <b>Includes labor</b>	\$3.15	\$37.80		
	110315-J05/ 1SSPLW	4.8 oz. Lemon Pepper Seasoning (12 per case) - <b>Includes labor</b>	\$3.15	\$37.80		
	110491-J05/ 1SSPLW	3.7 oz. Taco Seasoning (12 per case) - <b>Includes labor</b>	\$3.10	\$37.20		
	Shipping	Shipping estimate (four cases)		\$31.00		
	Shipping	Shipping estimate (two cases)		\$18.00		
1	1SSLBLCR	Create Label and Logo		\$200.00		
1	1SSBLCR1	Create Label only (all four products)		\$175.00		
1	1SSLOGOCR	Create logo only		\$50.00		
1	1SSPRINT	Label Printing		\$1.50		
1	1SSSETTING	One-time fee for customer created labels		\$25		
				SUBTOTAL		
					<b>TOTAL</b>	

**Figure 1**

- 6. DELIVERY.** Manufacturer shall sell, transfer, and deliver the Product and Services to Customer with in 3-5 business days. Orders exceeding 10 cases will be shipped within **7-10 business days**.
- 7. SHIPMENT TERMS.** Customer is responsible for paying the cost of shipment. All fees and pricing as well as delivery of the Product(s) shall be shipped from Manufacturer. To the extent that Customer requests delivery at any other specified destination, all charges, taxes, and assessments for shipping, insurance, and freight as well as all costs of risk of loss or damage to the Products occurring while in transit from Manufacturer’s shipping dock to Customer’s delivery destination and afterwards shall be solely Customer’s responsibility.
- 8. INTELLECTUAL PROPERTY.** Parties agree that Manufacturer is the exclusive owner of marketable title, trademarks, specifications, formulas and other intellectual property right relating to Manufacturer, the Products, Services and Custom Formulations, with the exception of any private label rights granted to Customer under this Agreement.
- 9. INSPECTION OF PRODUCT AND SERVICES; ACCEPTANCE/WARRANTY**

- a. Acceptance – For the purposes of any time-sensitive project under this Agreement, Customer shall have the right to inspect the Product and Services on arrival, and, within two (2) business days after delivery. Customer must give notice to Manufacturer of any dispute or claim for damages on account of condition, quality, grade, or other nonconformance of the Product and Services, and Customer must specify the basis of its claim in detail. The failure of Customer to comply with these conditions shall constitute irrevocable acceptance of the Product and Services by Customer. If Customer gives Manufacturer notice of a dispute or claim within two (2) business days, Manufacturer then has three (3) business days to cure such dispute or claim, and Manufacturer's failure to cure will be a default under this Agreement. If Manufacturer does not remedy the dispute or claim within this time, Customer may choose to cancel this Agreement; return the Product and Services, at Manufacturer's expense; and receive its money back for the total amount of the purchase price. Alternatively, Customer may choose to credit the purchase price against future transactions with Manufacturer.
- b. Note: Due to variations when combining ingredients during manufacturing, it is normal to see slight variations in color, scent and viscosity for lot-to-lot.
- c. Manufacturer is not responsible for the effects of weather conditions during periods when the product is outside the control of Manufacturer. It shall be the Customer's sole responsibility to mitigate the effects of temperature, humidity and weather during storage of Products at facilities other than Manufacturer.

**10. EVENTS OF DEFAULT.** Without limitation, the following shall be events of default and material breaches under this Agreement:

- Manufacturer's failure to deliver the Product and Services on or before the delivery date specified herein.
- Customer's failure to pay the total purchase price on or before the date specified herein.
- Manufacturer's failure to cure after receiving the appropriate notice of a dispute or claim from Customer.

**11. REMEDIES.** Upon receiving notice of default or breach of this Agreement, the Party receiving such notice shall have ten (10) business days to cure the default or breach. If the Party receiving such notice is unable to cure the default or breach within this time, then the non-breaching Party will be entitled to cancel the contract and recoup its losses from the breaching Party. Upon enforcing this Agreement in court or through binding arbitration, the prevailing Party shall be entitled to recover from the other, the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.

**12. TAXES.** Customer shall provide Manufacturer with Federal Tax ID number. Customer shall also pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this Agreement.

**13. COMPLIANCE WITH LAWS.** It is Customer's responsibility to assure complete compliance with all international, federal, state, or local laws, regulations, codes, and rulings that are applicable

by any regulatory or certifying governmental agencies that in any manner affect the Product and Services set forth in this Agreement, and shall comply with the laws. All necessary permits, licenses, approvals, and inspection fees and sales and use taxes permit mandated under this Agreement shall be secured by Customer.

**14. MANUFACTURER WARRANTIES.** Manufacturer hereby warrants and represents to Customer as follows:

- **Marketable Title.** Manufacturer owns and has goods and marketable title to the property being conveyed herein, free and clear of any pledges, liens, judgments, encumbrances, security interests, claims, or contract rights, and further promises and covenants to refrain from so encumbering the same after the date of execution of this Agreement.
- **Authority.** Each Party mutually warrants to the other that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the entering into of this Agreement and the performance of its obligations does not violate, and will not be in conflict with, any provision of its articles of incorporation, bylaws, or other governing documents, or any contract with a third party.
- **No Conflict.** The execution and performance of this Agreement will not violate any agreements to which Manufacturer is a party or any federal, state, or local laws, rules, or regulations.
- **Good Practices.** Manufacturer's warranties that at all times during this Agreement, Manufacturer shall maintain Good Manufacturing Practices and Procedures.

**15. ASSIGNMENT; DELEGATION.** Customer may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of Manufacturer. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

**16. NOTICE.** Any notice required or permitted under this Agreement shall be in writing and delivered in accordance with the provisions of this paragraph. Such notice, if delivered by electronic mail, shall be delivered to Manufacturer at sales@spainsspices.com. Such notice, if delivered by personal delivery or U.S. mail, shall be delivered to the Parties at the addresses specified below on page 5 of this Agreement.

**17. NON-EXCLUSIVE ENGAGEMENT.** Manufacturer reserves the right to offer Product and Services of any kind or nature whatsoever to any person or entity as Manufacturer, in its sole discretion, deems appropriate. Customer acknowledges that this is a non-exclusive agreement, and that Manufacturer markets its services and Product and Services to others.

**18. FORCE MAJEURE.** Manufacturer will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond Manufacturer's reasonable control.

**19. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended or modified in writing executed by both Parties hereto. This Agreement supersedes all other agreements, whether written or oral, between the Parties.

**20. ORDER OF PROCEDURE.** In the event of any conflict, ambiguity, or inconsistency between or among the terms and conditions of the Agreement and any statement of work or invoice, the terms and conditions of this Agreement shall control.

**21. COUNTERPARTS; FACSIMILES; ELECTRONIC SIGNATURE.** This Agreement may be signed in one or more counterparts, which together will form a single Agreement, and may also be signed electronically.

**22. OTHER TERMS AND CONDITIONS.** The Parties further agree to the following terms and conditions:

- Either Party may terminate this Agreement upon a material breach by the other that remains uncured for a period of thirty (30) days after receipt of written notice specifying the breach with particularity.
- In the event of termination for any reason, such termination shall not affect Customer's obligation to pay for the work and expenses performed while under this Agreement (at any stage of completion) at the time of termination. Nor shall the Limitations of Liability be affected by the termination of the Agreement for any reason.

Each Party acknowledges that it has read this entire Agreement, has had an opportunity to bargain the terms, understands the terms, and hereby agrees to be bound by the terms herein.

**MANUFACTURER:** Spain's Spices