

TOLLING AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Tolling Service Provider ("Provider"): _____

Address: _____

Contact: _____

Client ("Client"):

Name: _____

Address: _____

Contact: _____

RECITALS:

WHEREAS, Client desires to engage Provider to perform toll manufacturing services; and WHEREAS, Provider agrees to provide such services under the terms and conditions set forth herein.

1. Definitions

"Products" shall mean the materials supplied by Client to Provider for processing under this Agreement. "Services" shall mean the tolling, manufacturing, and related services performed by Provider on the Products.

2. Scope of Services

Provider shall perform the Services on the Products in accordance with the specifications and instructions provided by Client. Provider shall not use the Products for any purpose other than as agreed.

3. Delivery and Acceptance

Client shall deliver Products to Provider's facility at Client's cost and risk. Provider shall notify Client upon receipt. Upon completion, Provider shall notify Client for inspection and acceptance. If Products do not conform to specifications, Client shall notify Provider within a reasonable time.

4. Title and Risk of Loss

Title to the Products shall remain with Client at all times. Risk of loss or damage shall transfer to Client upon delivery of the finished Products to Client or Client's designated carrier.

5. Price and Payment Terms

Client shall pay Provider the fees set forth in the attached Schedule. Payment is due within thirty (30) days of invoice date unless otherwise agreed. Late payments shall accrue interest at the maximum rate permitted by law.

6. Confidentiality

Each party agrees to maintain confidentiality of all proprietary information disclosed in connection with this Agreement and not to disclose such information to third parties without prior written consent.

7. Warranties

Provider warrants that Services shall be performed in a professional and workmanlike manner consistent with industry

standards. EXCEPT AS EXPRESSLY PROVIDED, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnification

Provider shall indemnify and hold Client harmless from any claims, damages, or losses arising from Provider's gross negligence or willful misconduct. Client shall indemnify Provider from claims related to Client-supplied Products.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION.

10. Term and Termination

This Agreement shall remain in effect until terminated by either party upon thirty (30) days' prior written notice. Upon termination, Client shall pay for all Services performed through the termination date.

11. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, strikes, or governmental actions.

12. Compliance with Laws

Both parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with performance under this Agreement.

13. Insurance

Provider shall maintain insurance coverage appropriate for the Services rendered and shall provide certificates of insurance upon Client's request.

14. Independent Contractor

Provider is an independent contractor and shall not be deemed an employee, partner, or agent of Client.

15. Notices

All notices shall be in writing and considered given when delivered by hand, certified mail, overnight courier, or email with confirmation, to the addresses listed above or as updated by written notice.

16. Governing Law and Venue

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in _____ County, _____.

17. Entire Agreement

This Agreement, including any attached exhibits and schedules, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

18. Amendments

This Agreement may be amended only by a written document signed by authorized representatives of both parties.

19. Severability

If any provision is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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