

生产制造委托贴标合同

合同编号: fastfindout009

签订地点: 宁波市

签订日期: 2024年8月1日

甲方: 宁波法凡电子商务有限公司 (以下简称“甲方”)

乙方: 宁波捷必体育用品有限公司 (以下简称“乙方”)

鉴于甲方拥有“J Bryant”品牌商标, 乙方拥有GTIN (全球贸易项目编号, 厂商识别代码: 697327657), 并且乙方具有生产该品牌系列产品的能力, 甲乙双方在平等、自愿、公平和诚信的基础上, 就甲方授权乙方生产J Bryant品牌系列产品, 并授权乙方使用GTIN进行贴标事宜达成如下协议:

第一条 合同标的

甲方授权乙方生产J Bryant品牌系列产品, 并授权乙方使用其拥有的GTIN对甲方授权生产的产品进行贴标。具体产品及条码如下:

- 产品名称及规格: 由甲方根据市场需求提供
- 商品条码 (GTIN): 甲方授权乙方使用的GTIN, 包括但不限于例如: 06973276574053
- 厂商识别代码: 697327657 (乙方所有)

第二条 品牌授权

- 甲方拥有并保留“J Bryant”品牌商标的所有权和知识产权。
- 甲方授权乙方在合同有效期内生产和销售带有“J Bryant”品牌商标的产品。
- 乙方承诺未经甲方书面同意, 不得将“J Bryant”品牌商标用于本合同之外的任何产品或用途。

第三条 GTIN授权

- 甲方授权乙方使用其拥有的GTIN对授权生产的J Bryant品牌商品进行贴标。
- 乙方承诺所使用的GTIN条码符合国家和国际标准, 并在甲方授权的产品范围内使用。

第四条 生产要求

- 乙方应按照甲方提供的设计和规格要求进行生产, 确保产品质量符合甲方标准。
- 乙方应在合同规定的交货期内按时交货, 如有延误应及时通知甲方并协商解决方案。

第五条 质量保证

- 乙方保证所生产的J Bryant品牌产品符合国家相关法律法规和标准。
- 乙方应对因产品质量问题引起的任何损失或损害承担全部责任。

第六条 合同期限

本合同有效期为十年, 自双方签字盖章之日起计算。

第七条 违约责任

- 任何一方违反本合同条款，应向对方支付违约金，违约金的数额为贰拾万元。
- 因违约导致对方损失的，违约方应承担赔偿责任。

第八条 争议解决

本合同在履行过程中如发生争议，双方应友好协商解决；协商不成的，任何一方均可向甲方所在地有管辖权的人民法院提起诉讼。

第九条 附则

- 本合同未尽事宜，双方可另行签订补充协议，补充协议与本合同具有同等法律效力。
- 本合同一式两份，甲乙双方各执一份，具有同等法律效力。

甲方（签章）：_____

法定代表人（签字）：_____

日期：2024年8月1日

乙方（签章）：_____

法定代表人（签字）：_____

日期：2024年8月1日



Manufacturing Agreement

Contract Number: fastfindout009

Place of Signing: Ningbo

Date of Signing: 2024.8.1



Party A: Ningbo Fastfindout E-commerce Co., Ltd. (hereinafter referred to as "Party A")

Party B: Ningbo Jiebi Sporting Goods Co., Ltd. (hereinafter referred to as "Party B")

In view of Party A owning the "J Bryant" brand trademark and Party B owning the GTIN (Global Trade Item Number, Manufacturer Identification Code: 697327657) and having the capability to manufacture the said brand products, both parties agree on the following terms regarding Party A authorizing Party B to manufacture J Bryant brand products and allowing Party B to use GTIN for labeling these products:

Article 1: Subject of the Contract

Party A authorizes Party B to manufacture J Bryant brand products and allows Party B to use its GTIN for labeling the products. Specific products and barcodes are as follows:

- Product Names and Specifications: Provided by Party A based on market demand
- Product Barcode (GTIN): GTINs authorized by Party A to be used by Party B, including but not limited to 06973276574053
- Manufacturer Identification Code: 697327657 (owned by Party B)

Article 2: Brand Authorization

1. Party A owns and retains all rights and intellectual property of the "J Bryant" brand trademark.
2. Party A authorizes Party B to manufacture and sell products bearing the "J Bryant" brand trademark during the contract period.
3. Party B agrees not to use the "J Bryant" brand trademark for any products or purposes other than those specified in this contract without Party A's written consent.

Article 3: GTIN Authorization

1. Party A authorizes Party B to use its GTIN for labeling the authorized J Bryant brand products.
2. Party B agrees that the GTIN barcodes used (such as 06973276574053) comply with national and international standards and are used within the authorized product range of Party A.

Article 4: Production Requirements

1. Party B shall produce the products according to the designs and specifications provided by Party A, ensuring the product quality meets Party A's standards.
2. Party B shall deliver the products within the stipulated delivery period in the contract. In case of any delay, Party B shall promptly notify Party A and negotiate a solution.

Article 5: Quality Assurance

1. Party B guarantees that the manufactured J Bryant brand products comply with relevant national laws, regulations, and standards.
2. Party B shall be fully responsible for any loss or damage caused by product quality issues.

Article 6: Contract Period

This contract is valid for ten years from the date of signing and sealing by both parties.

Article 7: Liability for Breach of Contract

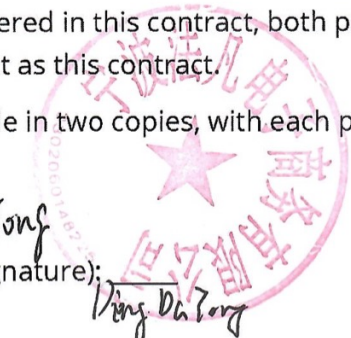
1. Any party that breaches the terms of this contract shall pay the other party a penalty, the amount of which is ¥ 200000.00.
2. The breaching party shall bear the liability for compensation for any losses caused to the other party due to the breach of contract.

Article 8: Dispute Resolution

Any disputes arising during the performance of this contract shall be resolved through friendly negotiation. If negotiation fails, either party may file a lawsuit with the people's court with jurisdiction in the location of Party A.

Article 9: Supplementary Provisions

1. For matters not covered in this contract, both parties may sign a supplementary agreement, which has the same legal effect as this contract.
2. This contract is made in two copies, with each party holding one copy, both having the same legal effect.

Party A (Seal):  Ding Da Tong
Legal Representative (Signature): Ding Da Tong
Date: 2024.8.1

Party B (Seal): _____
Legal Representative (Signature): ZHANG JING
Date: 2024.8.1

