AU-COMmfg01

Development and manufacturing agreement: customer version

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This agreement is dated: [date]

It is made between:

[ABC Pty Ltd], a company incorporated in Australia, ACN [number] whose registered office ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■] (■ ■ ■ ■ " ■ ■ ■ ■ ");

and

[DEF Pty Ltd], a company incorporated in Australia, ACN [number] whose registered office ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■] (■ ■ ■ ■ " ■ ■ ■ ■ ").

Background:

A. The Client is a designer, manufacturer and merchant of high performance cycle wheels. The Manufacturer is ■ ■ ■ ■ ■ ■ ■ ■

information created or arising from this agreement;

information owned by a third party and in respect of which a party ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ .

information, comment or implication published on ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

data or information relating to pre-clinical and clinical trial results, processes, formulae, procedures, designs, drawings, apparatus, ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

It does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	■ ■ ■

2.3. A reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a [redacted] , [redacted] , [redacted] - [redacted] .

2.4. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [redacted] . [redacted] .

2.5. The headings to the paragraphs and schedules to this agreement are inserted for convenience [redacted] .

2.6. Any agreement by a party not to do or omit to do something includes an obligation not to allow some [redacted] .

2.7. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted] .

2.8. The words "without limitation" shall be deemed to follow any use of the words " [redacted] " [redacted] " [redacted] " [redacted] .

2.9. All money sums mentioned in this agreement are calculated net of GST, which [redacted] .

2.10. All dollar amounts referred to in this agreement [redacted] .

2.11. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted] , [redacted] .

3. Entire agreement

3.1. This agreement contains the entire agreement between the parties and supersedes all [redacted] .

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3.2. Conditions, warranties or other terms implied by statute or common law in any country are excluded from ■ ■ ■

■ ■ ■

7. Representative liaison and design reviews

7.1. With effect from today each of the parties will nominate a representative who will be [redacted].

7.2. [Periodically / once each month], the [Client / Manufacturer] shall call [redacted].

7.3. The representative of a party at a design review meeting shall be a person with [redacted].

7.4. Either party may change the authorised [redacted] [[redacted]] [redacted].

7.5. The Manufacturer will provide a competent manager, [redacted].

7.6. So far as the Client suggests changes [redacted].

7.7. After each change to any part of the design or [redacted], [redacted] [7] [redacted].

8. Product design testing

8.1. The Manufacturer shall test the [redacted].

8.2. So far as any Standard requires third [redacted] / [redacted], [redacted].

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8.3. The Client shall be responsible for obtaining whatever regulatory and [redacted] / [redacted] .

8.4. The Manufacturer shall assist the Client [redacted] , [redacted] .

8.5. If at any stage of design or production, a [redacted] , [redacted] .

8.6. After receiving such notice, the Manufacturer will within [30] [redacted] - [redacted] [[redacted] / [redacted]].

8.7. All cost relating in any way to obtaining Standard verification and certification [redacted] . [redacted] .

8.8. Test data and results shall [redacted] .

8.9. Test data, reports and correspondence [redacted] .

9. Setup costs

9.1. The costs of tools and equipment required [redacted] 5 .

9.2. The Client has approved the list and [redacted] - [redacted] .

9.3. The Client shall buy, [redacted] .

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9.4. The Manufacturer shall ■■■

■ ■ ■ ■ ■ ■ 1 , ■ ■ ■ ■ ■

For each additional unit $[number]

13.3. The price shall be increased on the first [redacted] [redacted] ([redacted])].

13.4. If the Client requires delivery to someplace other than [[redacted]], [redacted] [redacted]

14. Payment terms

14.1. All the payments under this agreement shall be made [redacted] : [[redacted], [redacted]] [redacted].

14.2. A payment by the Client does not imply [redacted].

15. Packaging and delivery

15.1. Each Product shall be marked [redacted] 6 .

15.2. Immediately after testing each Product will be labelled on the [[redacted] / [redacted], [redacted]] [redacted].

15.3. Delivery shall be made to [redacted] [[redacted] / [redacted] / [redacted]] [redacted] 8 .

OR

15.4. Deliveries will be made [redacted].

15.5. If the Manufacturer is not able to deliver the Product within [30] [redacted], [redacted] - [redacted].

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15.6. All Products must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the [redacted].

15.7. Signing “Unchecked”, “[redacted]” [redacted].

15.8. [Products are sent by courier. the Manufacturer [redacted]].

15.9. If the parties agree to deliver on a particular day or at a particular time, the Manufacturer will do [redacted].

15.10. Time for delivery specified on the order, [redacted].

OR

15.11. Delivery time [redacted].

16. Transportation

[There are many ways and alternative deals possible. [redacted]. [redacted], [redacted] *].*

16.1. The following Incoterms [redacted]:

16.1.1 EXW [named [redacted], [redacted]] [redacted] ® 2020 .

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16.1.2 FCA [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.3 CPT [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.4 CIP [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.5 DPU [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.6 DAP [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.7 DDP [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.8 FAS [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.9 FOB [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.10 CFR [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.1.11 CIF [named ■■■■, ■■■■■■■■■■■■■] ■■■■ ® 2020 .

16.2. All rights, obligations, ■■■■■■■■■■■■■

17.2. Insofar as any Tax is recoverable or can [redacted] .

17.3. Tax shall be stated separately on the Manufacturer's invoices, collected [redacted] .

17.4. The Manufacturer will indemnify the Client against the [redacted] .

17.5. Wherever any sum is chargeable by the Manufacturer to the Client for services based on [redacted] .

17.6. In any case where the Client is prohibited by law from making a payment to the Manufacturer without first withholding tax from that [redacted] .

18. Visitors

18.1. The Manufacturer agrees to host visits by customers of the Client or other people whom [redacted] .

18.2. There shall be no more than [one] visit [redacted] .

18.3. The Client undertakes to inform every visitor of [redacted] .

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18.4. The Client must make [redacted].

19. On site audits

19.1. On notice of at least [seven] days, the Client's representative, its partners, financial supporters and its customers may attend at the [redacted].

19.2. On notice of at least [seven] days, the Client and/or any professional advisor may attend at any [redacted].

OR

19.3. The parties agree that within [number] days after the end of each period of [six] month, based on the financial year of the [[redacted] / [redacted]], [redacted].

AND

19.4. The auditor shall be instructed not to disclose to [redacted].

19.5. The provisions of this paragraph apply equally to any sub- [redacted].

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19.6. If any discrepancy is found in [redacted], [redacted] [redacted] [redacted] [redacted].

20. Defective Product returned

These provisions apply in the [redacted]:

20.1. The Manufacturer will repair [redacted]:

20.1.1 the defect is reported to [redacted] [12] [redacted];

20.1.2 the Product is returned [redacted].

20.1.3 the defect results only from faulty manufacture;

20.2. The Manufacturer will refund the [redacted].

20.3. If the Manufacturer repairs or replaces a Product, the Client [redacted], [redacted].

21. Manufacturer's manufacturing warranty

21.1. The Manufacturer warrants that for period of [24] months from date of [redacted], [redacted], [redacted], [redacted].

21.2. Non-warranty service pricing shall be negotiated [redacted].

21.3. If either party shall become aware of [redacted], [redacted].

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22. Manufacturer's Service provision

22.1. The Services are listed in Schedule 2. Before submitting the first order to the Manufacturer [redacted] 100 [redacted] , [redacted] , [redacted] 2 [redacted] .

22.2. From the date of the first delivery of the Products to the Client, [redacted] [24] [redacted] , [redacted] .

22.3. The price payable by [redacted] .

OR

22.4. The price payable by [redacted] [[redacted]].

22.5. If the service provision level set out in Schedule 2 is changed so that the cost to the [redacted] , [redacted] [redacted] [[redacted]].

23. Use of sub-contractors

The Manufacturer shall not sub- [redacted] .

OR

The Manufacturer may perform any or [redacted] - [redacted] :

23.1. the Manufacturer first obtains the written consent of the Client to [redacted] - [redacted] . [redacted] .

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OR

23.2. The Manufacturer must first obtain the written consent [redacted] - [redacted];

23.3. The Manufacturer [redacted];

23.4. The Manufacturer indemnifies the Client fully against any [redacted] - [redacted].

23.5. So far as work under this [redacted] - [redacted], [redacted] [[redacted]].

24. Confidential Information

24.1. [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted] - [redacted], [redacted] [[redacted]] [redacted], [redacted]:

24.1.1 [redacted], [redacted], [redacted];

24.1.2 [redacted], [redacted] [redacted];

24.1.3 [redacted] ([redacted]) [redacted].

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24.1.4 [redacted]
.

24.1.5 [redacted]
.

24.2. This paragraph does not apply to disclosure:

24.2.1 [redacted].

24.2.2 [redacted].

24.2.3 [redacted]; [redacted], [redacted], [redacted], [redacted], [redacted].

24.2.4 [redacted].

24.2.5 [redacted]. [redacted]
[redacted].

24.3. [redacted]
.

24.4. [redacted].

24.5. [redacted], [redacted]- [redacted]
[redacted].

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25. “Work made for hire”

25.1. [redacted].

25.2. [redacted], [redacted], [redacted].

25.3. [redacted].

25.4. [redacted], [redacted].

26. Existing Intellectual Property

26.1. [redacted].

26.2. [redacted], [redacted], [redacted], [redacted] (“[redacted]”).

26.3. [redacted].

26.4. [redacted].

26.5. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted]

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[redacted]

27. New IP

[redacted]

27.1. [redacted]:

27.1.1 [redacted];

27.1.2 [redacted];

27.1.3 [redacted];

27.2. [redacted].

27.3. [redacted].

27.4. [redacted].

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28. Protection of Intellectual Property

[redacted] "[redacted]" [redacted].

[redacted] [redacted]:

28.1. [redacted];

28.2. [redacted]-[redacted];

28.3. [redacted]-[redacted];

28.4. [redacted], [redacted].

28.5. [redacted];

28.6. [redacted] [redacted], [redacted], [redacted], [redacted];

28.7. [redacted], [redacted];

28.8. [redacted].

28.9. [redacted].

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28.10. [redacted], [redacted]:

28.10.1 [redacted], [redacted], [redacted], [redacted];

28.10.2 [redacted].

29. Third party infringement

29.1. [redacted], [redacted].

29.2. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

29.3. [redacted] [28] [redacted], [redacted].

29.4. [redacted]-[redacted]. [redacted]-[redacted], [redacted].

29.5. [redacted]-[redacted].

29.6. [redacted], [redacted].

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29.7. [redacted]

29.8. [redacted]

29.9. [redacted]

29.10. [redacted]

29.11. [redacted]

30. Duration and termination

This agreement may be terminated:

30.1. by mutual agreement on an agreed date.

30.2. [redacted] [redacted] [redacted].

30.3. [redacted] [redacted] [redacted] [redacted] / [redacted]].

30.4. [redacted]

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[redacted]:

30.4.1 [redacted] 30 [redacted]; [redacted]

30.4.2 [redacted], [redacted], [redacted] ([redacted]).

30.4.3 [redacted]; [redacted]

31. Change of Control

31.1. [redacted].

31.2. [redacted], [redacted].

31.3. [redacted], [redacted].

31.4. The Manufacturer agrees that this provision is fair.

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32. Publicity / Announcements

32.1. [redacted].

OR

32.2. Neither party shall:

32.2.1 make any public announcement; or

32.2.2 disclose any information; or

32.2.3 [redacted];

[redacted]. [redacted], [redacted] [redacted].

OR

32.3. [redacted]7, [redacted].

33. Assignment

33.1. [redacted], [redacted], [redacted]-[redacted], [redacted], [redacted], [redacted] [redacted].

OR

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33.2. [redacted]:

33.2.1 [redacted]

33.2.2 [redacted]; [redacted] / [redacted]

33.2.3 [redacted]; [redacted] / [redacted]

33.2.4 [redacted].

34. Indemnity by Manufacturer

34.1. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

34.2. [redacted], [redacted], [redacted]:

34.2.1 [redacted], [redacted];

34.2.2 [redacted];

34.2.3 [redacted];

34.3. [redacted] ([redacted]) [redacted], [redacted]

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[redacted], [redacted], [redacted], [redacted], [redacted].

35. Damages not adequate

[redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

36. Uncontrollable events

36.1. [redacted] [[redacted]] [redacted], [redacted], [redacted].

AND/OR

36.2. [redacted], [[redacted]].

OR

36.3. [redacted] [[redacted]], [redacted]. [redacted] [28] [redacted], [redacted].

36.4. [redacted] - [redacted].

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36.5. [redacted], [redacted] [redacted] [. . . . . [redacted]];

36.6. [redacted];

36.7. [redacted], [redacted] [30] [redacted], [[redacted]] [redacted].

36.8. [redacted].

37. Miscellaneous matters

37.1. [redacted], [redacted].

37.2. [redacted].

37.3. [redacted], [redacted].

37.4. [redacted], [redacted], [redacted].

37.5. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

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37.6. [redacted].

37.7. [redacted].

37.8. [redacted], [redacted].

37.9. [redacted].

37.10. [redacted], [redacted], [redacted]. [redacted]: [redacted], [redacted] 72 [redacted], [redacted] 24 [redacted] - [redacted].

37.11. [redacted], [redacted].

37.12. [redacted], [redacted], [redacted].

37.13. [redacted], [redacted].

37.14. [redacted].

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37.15. [redacted] , [redacted] [redacted] [redacted] [redacted] [redacted] .

Signed by / on behalf of the named Parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

For, and on behalf of [ABC Pty Limited]

print name

For, and on behalf of [DEF Pty Limited]

print name

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Schedule 1: Detailed specification and phases

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Schedule 2: Services: end user service specification

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Schedule 3: Standards

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Schedule 4: Example purchase order

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Schedule 5: List of setup tools and equipment

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Schedule 6: Packaging and labelling

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Schedule 7: Press release

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Schedule 8: Delivery locations

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Explanatory notes:

Development and manufacturing agreement: customer version

General notes

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your counter-party is under no illusions about IP, and second because some ■ ■ ■

6. Scope of work

This paragraph is concerned with the basics of what each side is expected to do and not do. It is intended to be a summary, ■ ■ ■

15. Packaging and delivery

Delivery of the product will be made once the product design is finalised and has gone through the quality assurance procedure. When it is ready for dispatch, ■ ■ ■

[redacted]

FCA – Free Carrier

The seller hands over the goods, cleared for export, into the disposal of the first carrier (named by the buyer) at the named place. The carrier can be anyone i.e. buyer, seller or third party. The passing of risk depends on the where the goods are delivered. If the goods are delivered at seller's [redacted]

CPT - Carriage Paid To

The seller pays for the carriage and delivers the goods to the buyer by handing them [redacted]

CIP – Carriage and Insurance Paid to

The seller pays for carriage and insurance to the named destination point, [redacted]

DAP – Delivered at Place

The seller pays for carriage to the named place, except for costs related to import clearance, [redacted]

DPU – Delivered at Place Unloaded

The seller pays for carriage, except for costs related to import clearance, and assumes all risks [redacted]

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DDP – Delivered Duty Paid

The seller is responsible for delivering the goods to the named place. The seller must pay all costs in bringing the goods [redacted] .

Rules for Sea and Inland Waterway Transport

The four rules defined by Incoterms 2020 for international [redacted] **:**

FAS – Free Alongside Ship

The seller is responsible for delivering goods to the buyer by placing the goods alongside the ship at the named port. [redacted] .

FOB – Free on Board

The seller is responsible for loading the goods on board the vessel nominated by the buyer. . The seller must [redacted] . .

CFR – Cost and Freight

The seller must deliver the goods to the buyer and pay the costs and freight to bring the goods to the port of destination . [redacted] , [redacted] .

CIF – Cost, Insurance and Freight

CIF is exactly the same as CFR except that the seller must pay for the insurance cover against [redacted] .

17. Taxes

A basis of taxation can change at the whim of a government. Because you can never know exactly what tax may be charged nor how it will be collected, you should use this [redacted] , [redacted] , [redacted] . [redacted] .

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18. Visitors

A framework of practical business provisions. Customers or suppliers will be allowed for a visit during the production and manufacturing process. [redacted] , [redacted] . [redacted] .

19. On site audits

See last note. The same applies.

Edit as you require. We have provided alternatives of [redacted] .

20. Defective Product returned

We have provided a sound arrangement but this is a commercial provision, [redacted] .

21. Manufacturer's manufacturing warranty

A framework of practical business provisions. The last sub-paragraph refers to product liability. It is very difficult to plan in advance for a [redacted] , [redacted] . [redacted] .

22. Manufacturer's Service provision

We have provided for manufacturer to service the product which is the subject matter of this deal. Details of the service provision, if [redacted] , [redacted] . [redacted] . [redacted] .

23. Use of sub-contractors

A framework of practical business provisions. Edit as you require. This [redacted] - [redacted] .

24. Confidential Information

We have given you a very full provision suitable for manufacturing a technical product requiring [redacted] . [redacted] .

25. "Work made for hire"

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There is a fundamental principle of law that I own whatever original work I create. This [redacted] .

This concept is inconvenient for you when you pay someone specifically to write code, draft maps or produce products. Different countries have taken different approaches to the subject. “ [redacted] ” [redacted] 1976 , [redacted] “ [redacted] ” [redacted] .

An important point of contract law also appears in this paragraph. [redacted] “ [redacted] ” [redacted] ; [redacted] .

We suggest leave it as is.

26. Existing Intellectual Property

Depending on the value and extent of the [redacted] .

27. New IP

This is another area on which much litigation is based. At the start, both [redacted] - [redacted] , [redacted] ?

28. Protection of Intellectual Property

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If you fail to protect your IP, someone will steal it. They may just steal it at the edges, or they may [redacted].

29. Third party infringement

Who sues? You need to be [redacted] 50 % [redacted].

30. Duration and termination

It really does not matter how you want to end [redacted].

Leave the insolvency provisions. As soon as there is any involvement [redacted].

31. Change of Control

This draconian provision helps you to avoid the transfer of [redacted].

32. Publicity / Announcements

We advise that publicity [redacted] "[redacted]".

33. Assignment

Give careful thought to this. Consider the circumstances on both sides which may [redacted].

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[redacted].

34. Indemnity by the Manufacturer

A useful [redacted].

35. Damages not adequate

In a contract dispute, the Court will usually look for a [redacted], [redacted].

36. Uncontrollable events

Often referred to as “force majeure”. We advise that you [redacted].

37. Miscellaneous matters

A number of special points. We have identified each of these as important to [redacted].

These are just [redacted].

Dispute resolution

There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long [redacted]. [redacted] “[redacted]”. [redacted].

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Schedule 1 Detailed specification and phases

The schedules may be “typed in” or be contained in some document [redacted] . [redacted] , [redacted] . [redacted] .

Schedule 2 Services: end user service specification

We have no comment.

Schedule 3 Standards

These could be international engineering standards, or specification of cloth to be used, [redacted] , [redacted] . [redacted] ([redacted]). [redacted] .

Schedule 4 Example purchase order

This schedule is worth including in [redacted] . [redacted] , [redacted] , [redacted] , [redacted] .

Schedule 5 List of setup tools and equipment

This should [redacted] .

Schedule 6 Packaging and labelling

Specify fully.

Schedule 7 Press release

We have no comment.

Schedule 8 List of delivery locations

Specify fully.

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End of notes

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