# Development and manufacturing agreement: manufacturer version

[ABC Ltd]

AND

[DEF Ltd]

Dated: [Date]

### **Contents**

- 1. Definitions
- 2. Interpretation
- 3. Entire agreement
- 4. Client's warranties
- 5. Manufacturer's warranties
- 6. Scope of work
- 7. Representative liaison and design reviews
- 8. Setup costs
- 9. Product design testing
- 10. Production specification and materials coverage
- 11. Payment for Product development
- 12. Design price and payment
- 13. Production price
- 14. Payment and interest
- 15. Packaging and delivery
- 16. Transportation
- 17. Taxes
- 18. Visitors
- 19. On site audits
- 20. Risk and retention of title
- 21. Defective Product returned
- 22. Manufacturer's manufacturing warranty
- 23. Manufacturer's Service provision
- 24. Limitation of liability
- 25. Use of sub-contractors
- 26. Confidential Information
- 27. Existing Intellectual Property
- 28. New IP
- 29. Protection of Intellectual Property
- 30. Third party infringement
- 31. Duration and termination
- 32. Change of control
- 33. Publicity / Announcements
- 34. Assignment
- 35. Indemnities
- 36. Damages not adequate
- 37. Uncontrollable events
- 38. Miscellaneous matters
  - Schedule 1 Detailed Specification and phases
  - Schedule 2 Services: end user service specification
  - Schedule 3 Standards
  - Schedule 4 Example purchase order
  - Schedule 5 List of setup tools and equipment

Schedule 6 Packaging and labelling

Schedule 7 Press release

It is made between:				
[numb	[ABC Ltd], a company incorporated in Ireland under company registration number [number] and whose registered office ••••• [ •••• [ ••••• ] ( ••••• ] ( ••••• ] ( ••••• ] ( •••••• ]			
and				
[numb	[DEF Ltd], a company incorporated in Ireland under company registration number [number] and whose registered office ••••• [•••• [•••••] (••••• ] (••••• ] (••••• ] (••••• ] (•••••• ] (••••••••			
Back	ground:			
A.	The Client is a designer, n bikes. The Manufacturer is	nanufacturer and merchant of high performance		
B.	The Client and the Manufacturer have agreed that production of the Product shall be undertaken by the Manufacturer on			
It is now agreed as follows:				
1.	Definitions			
In this agreement, the following words shall have the following meaning				
	Confidential Information"	means all information about a party, including any information which may give a commercially competitive advantage to		
		information about employees, their performance and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ,		
		data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer •••, •••;		

This agreement is dated: [date]

information about the Intellectual Property, the

	Know-how and all
	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 it is reasonably necessary to disclose to a customer or other person in the usual course ••••••••••••••••••••••••••••••••••••
"Control"	(including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation,
"Incoterm"	means latest version of pre-defined commercial rules of international trade published by • • • • • • • • • • • • • • • • • •
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including

"Know-how"	means scientific or technical information, and other procedures and ways of working and organising
"Licensed Material"	means Intellectual Property and machines, prototypes, models, finished goods, and all other tangible and intangible things which are now or may in future be,
"Product"	means [describe the product briefly] or any other
"Services"	means end user service specification as $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
"Detailed Specification"	means the agreed specification of work to manufacture the Product
"Standards"	means the standards, protocols and regulatory requirements as $\blacksquare \blacksquare 3$ .

# 2. Interpretation

2.1.	A reference to a person includes a human individual, a corporate entity
	and any organisation

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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

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2.4.	to this agreement unless the context
2.5.	The headings to the paragraphs and schedules to this agreement are inserted for convenience <b>TOTAL SCHOOL TOTAL SCHOOL <b>TOTAL SCHOOL TOTAL SCHOOL TOTAL SCHOOL <b>TOTAL SCHOOL TOTAL SCHOOL TOTAL SCHOOL TO</b></b></b></b></b></b></b></b></b></b></b></b></b></b></b></b></b></b></b>
2.6.	Any agreement by a party not to do or omit to do something includes an obligation not to allow some
2.7.	A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
2.8.	The words "without limitation" shall be deemed to follow any use of the words " $\blacksquare$
2.9.	All money sums mentioned in this agreement are calculated net of VAT, which
2.10.	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
Enti	re agreement
3.1.	This agreement contains the entire agreement between the parties and supersedes all
3.2.	Conditions, warranties or other terms implied by statute or common law in any country, are excluded • • • • • • • • • • • • • • • • • •
3.3.	Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information
3.4.	As an exception to the last previous sub paragraph, the parties do rely

# 4. Client's warranties

The Client warrants that:

4.1.	it is either the owner of the entire right, title and interest in and to the Licensed Material or it has been granted a licence to those rights and that any such		
4.2.	use of the Licensed Material by the Manufacturer does not infringe ■ ■		
4.0			
4.3.	it has power to enter into this agreement [and has obtained $\blacksquare \blacksquare \blacksquare$		
4.4.	it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for winding ■ ■ ■ ■ ■		
4.5.	it has taken out a policy of insurance against product liability in a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		

# 5. Manufacturer's warranties

The Manufacturer warrants that:

5.1.	it is registered with [professional organisation, if any] and is certified to [ISO 9001] and agrees that loss of certification for a period of [28] days		
5.2.	it is not aware of anything within its reasonable control which might or will adversely affect		
5.3.	it has the necessary experience, all necessary licenses and permits, equipment, facilities and personnel to		

		, ,
	5.5.	it has taken out a policy of insurance against product liability in a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Sco	ppe of work
<b>.</b>		
		Manufacturer shall:
	6.1.	complete the design of the Product.
	6.2.	complete the testing procedures and qualify the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	6.3.	complete the quality assurance procedure according ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	6.4.	on receipt of a purchase order in the style of the example in Schedule 4, immediately allocate resources and commence manufacture ■ ■ ■
	6.5.	use every effort to meet the milestones and complete each order to the Detailed
	6.6.	provide the Services to end users
7.	Rep	presentative liaison and design reviews
	7.1.	With effect from today each of the parties will nominate a representative who will be authorised to make decisions relating to the Product and who will be responsible for providing all
	7.2.	[Periodically / once each month], the Manufacturer shall call a design review meeting in order to obtain the approval of the Client to design work to

it is not a party to any other agreement that would in any way conflict

5.4.

	7.3.	The representative of a party at a design review meeting shall be a person with   , , , , , , , , , , , , , , , , , ,
	7.4.	If the Client fails to attend a design review meeting after notice of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.5.	So far as the Client suggests changes
	7.6.	After each change to any part of the design or •••, •••••
	7.7.	The materials specification as finally recorded • • • • • • • • • • • • • • • • • •
8.	Set	up costs
	8.1.	The costs of tools and equipment required • • • • • • • • • • • • • • • • • • •
	8.2.	The Client has approved the list and
	8.3.	The Client shall buy,
	8.4.	The Manufacturer shall maintain all
9.	Pro	duct design testing
	9.1.	The Manufacturer shall test the ••••••••••••••••••••••••••••••••••

	9.2.	So far as any Standard requires third
	9.3.	The Client shall be responsible for obtaining whatever regulatory and
	9.4.	The Manufacturer shall assist the Client
	9.5.	If at any stage of design or production, a
	9.6.	After receiving such notice, the Manufacturer will within [ 30 ] = = = = = = = = = = = = = = = = = =
	9.7.	All cost relating in any way to obtaining Standard verification and shall
	9.8.	Test data and results shall
	9.9.	Test data, reports and correspondence
10.	Prod	duction specification and materials coverage
	10.1.	The materials specification as finally recorded • • • • • • • • • • • • • • • • • •
	10.2.	[scrap / trimmings / offcuts / = = = ] = = = = = = = = = = = = = = =
	10.3.	The Manufacturer shall from time to time obtain arm's length, market prices for [scrap / trimmings / • • • • / • • • ] • • • • • • • • • •

11.	Payment for Product development			
	The C	Client shall pay the Manufacturer as follows:		
	11.1.	at acceptance by Client   Output  Outp	€[00,	
	11.2.	at acceptance by Client ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	0,000]	
	11.3.	after receiving certificate of compliance with [certification, ■ ■ ]. ■ ]. 000 ]	€[00,	
	A pay	ment by the Client does not imply		
	•••			
12. Design price and payment				
	12.1.	Wherever a payment obligation is specified in $\blacksquare$		
	12.2.	For development and testing, the Client shall pay the Manufa	acturer = =	
		1,		
	12.3.	For all work before commencement of commercial productio		

12.4.1 cost shall include all

12.4. In calculating the cost of materials:

-----;

	12.4.3	spare = = = , = = = , = = = = = = = = = = =	•
12.5.	In calc	ulating the cost of labour:	
	12.5.1	all production cost shall be included;	;
	12.5.2	the design team • • • • • • • • • • • • • • • • • • •	•••••
	12.5.3	a fixed sum of € [■ ■ ■ ■ ] ■ ■ ■ ■ ■	
Pro	ductio	on price	
13.1.	When the Client has accepted the completion of the design and orders the Product in a quantity ••••• [100] ••••, •••		
13.2.	The pri	ice payable by <b>■ ■ ■ ■ ■ ■ ■ ■ ■ ■</b> ■ ■ ■ ■ ■ ■ ■ ■ ■	
	For the	e first [ 1000 ] ■ ■ ■ ■	€[■■■]
	For the	e next [ 5000 ] <b>= = =</b>	€[■■■]
	For ea	ch additional unit	€ [number]
13.3.		ice shall be increased on the first = =	[]
13.4.	If the C	lient requires delivery to some place	other than [ ■ ■ ■ ■ ], ■ ■ ■
	• • • ].		

# 14. Payment and interest

# 15. Packaging and delivery

15.1. Each Product shall be marked

15.5. 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

15.7.	[Produc	cts are sent by courier. The
15.8.	If the Mor at a	Ianufacturer agrees with the Client to deliver on a particular day particular time, the Manufacturer
15.9.		or delivery specified on the order,
	••••	
Trar	nsport	ation
•••	••••	any ways and alternative deals possible.
J.	,	
16.1.	The fol	lowing Incoterms = = = = = = = = = = = = = = = = = = =
	16.1.1	EXW [named • • • • , • • • • • • • • • ] • • • • ® 2020 .
	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 • • • • , • • • • • • • • • • • • • •
	16.1.11 CIF [named • • • • , • • • • • • • • • • ] • • • •
16.2.	All rights, obligations,
16.3.	Unless otherwise agreed in this agreement so far
Tax	es
17.1.	This paragraph relates to all sales, transfer and other taxes or customs import duty ("Tax") imposed on •••••••••••••••••••••••••••••••••••
17 2	Insofar as any Tax is recoverable or can • • • • • • • • • • • • • • • • • • •
17.2.	
17.3.	Tax shall be stated separately on the Manufacturer's invoices, collected
	,
17.4.	The Manufacturer will indemnify the Client against the
175	Wherever any sum is chargeable by the Manufacturer to the Client for

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			
Visit	tors			
18.1.	The Manufacturer agrees to host visits by customers of the Client or other people whom			
18.2.	[one] visit per month. No = = = = = [ = = = ] = = = = = = = = = =			
18.3.	The Client undertakes to inform every visitor of			
18.4.	The Client must make			
On site audits				
19.1.	On notice of at least [seven] days, the Client's representative, its partners, financial supporters and its customers' representatives may attend at			

Risk	and retention of title
20.1.	Ownership of the Products shall not pass to the Client until full
OR	
20.2.	In spite of delivery having • • • • • • • • • • • • • • • • • • •
	20.2.1 the Client • • • • • • • • • • • • • • • • • • •
	20.2.2 no other sums = = = = = = = = = = = = = = = = = = =
20.3.	Until property in the Products passes to
20.4.	The Client must store the Products (at no cost to •••••••••••••••••••••••••••••••••
20.5.	Despite any of the Products remaining the property of the Manufacturer,
20.6.	Any sale or dealing shall be a sale or use
20.7.	Until property in the Products passes from the Manufacturer the entire proceeds of sale of the

19.2. The auditor shall be instructed not to disclose to

20.8.	The Manufacturer shall be entitled to recover
20.9.	If the Manufacturer asks
20.10.	If, when asked, the Client
20.11.	The Client must not pledge or in any way charge by way of security any
20.12.	The Client must keep the Products insured
20.13.	If, when the Manufacturer asks, the Client fails to deliver to • • • • •
20.14.	While ever the Manufacturer has title to • • • • • • • • • • • • • • • • • •
	20.14.1 title to = = = = = = = = = = = = = = = = = =
	20.14.2 the Client shall hold those Products as • • • • • • • • • • • • • • • • • •
	20.14.3 all the Manufacturer's rights in relation to ••••• (••

# 21. Defective Product returned

These	provisio	ons apply in the
21.1.	The Ma	nufacturer will repair
	21.1.1	the defect is reported to $\blacksquare$
	21.1.2	the Product is returned
	21.1.3	the defect results only from faulty manufacture;
21.2.	So far	
	21.2.1	with both Products and
	21.2.2	securely wrapped;
	21.2.3	including the delivery slip;
	21.2.4	at risk and cost the Manufacturer/the Client
21.3.		anufacturer agrees that it is liable, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
21.4.	If the M	anufacturer repairs or replaces a Product, neither the Client ■ ■

# 22. Manufacturers manufacturing warranty

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

22.2.	The Manufacturer will use its best efforts to repair
22.3.	Non-warranty service pricing shall be negotiated
22.4.	If either party shall become aware of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Man	ufacturer's Service provision
23.1.	The Services are listed in Schedule 2. Before submitting the first order
	to the Manufacturer for
23.2.	From the date of the first delivery of the Products to the Client, ■ ■ ■
	[24]
23.3.	The price payable by •••••••••••••••••••••••••••••••••••
OR	
23.4.	The price payable by the <b>*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***</b>
23.5.	If the service provision level set out in Schedule 2 is changed so that
	the cost to the
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# 24. Limitation of liability

24.1.	The law	differs from one $\blacksquare$
	••••	
24.2.	The Mai	nufacturer shall not = = = = = = = = = = = = = = = = = = =
	24.2.1	indirect or consequential loss; or
		economic loss or other • • • • • • • • • • • • • • • • • • •
		loss or damage suffered by
		■■.  ove provisions apply even if such ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
24.3.	Manufad	n the case of death or personal injury, the total liability of the cturer under
24.4.	the <b>= =</b> 1	agraph (and any other paragraph which excludes or restricts
		,,,
24.5.	The Mar	nufacturer is not • • • • • • • • • • • • • • • • • • •
	_	the Product <b></b> ;
		the Product that has been • • • • • • • • • • • • • • • • • •
	24.5.3	the model or serial number

OR
05.4
25.1.
OR
25.2.
■ ■ ;
25.3.
■■■;
25.4.
a.
25.5.
Confidential Information
26.1.
,

25. Use of sub-contractors

	]::	
	26.1.1	
	26.1.2	
	26.1.3	
	26.1.4	
	26.1.5	
	26.1.6	
26.2.	This paragraph does not apply to disclosure:	
	26.2.1	
	26.2.2	
	26.2.3	

	26.2.4				 					 			_	_
	26.2.5													
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<b>27</b> .	Existing Intellectual Property
	27.1.
	27.2.
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	27.3.
	27.4.
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28.	New IP
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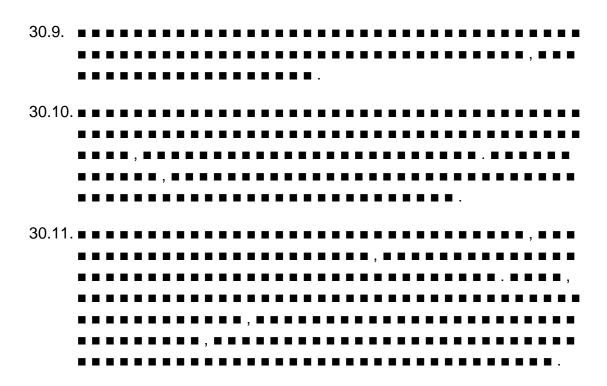
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### 31. Duration and termination

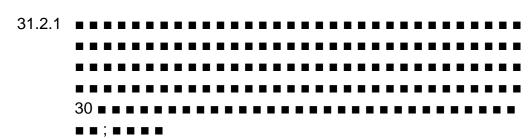
31.1. This agreement may be terminated:

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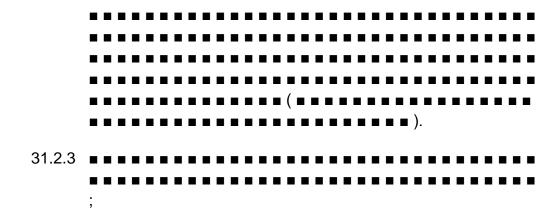
31.1.1	by mutual agreement on an agreed date.
31.1.2	[]

31.1.3

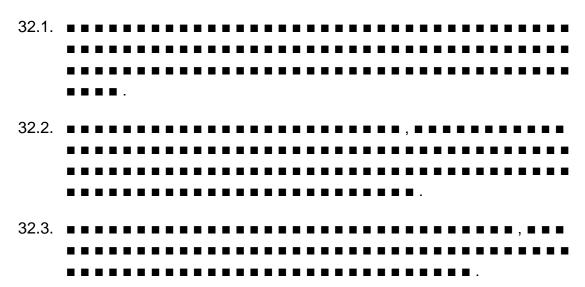




31.2.2



# 32. Change of Control



32.4. The Manufacturer agrees that this provision is fair.

### 33. Publicity / Announcements

33.1.			 	 	••	 	 -	•		•	
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OR

- 33.2. Neither party shall:
  - 33.2.1 make any public announcement; or
  - 33.2.2 disclose any information; or

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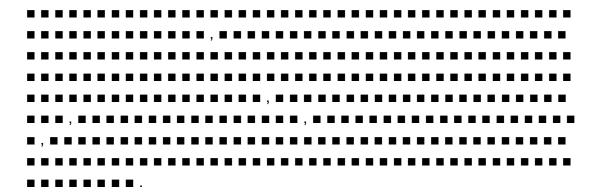
34.2.4

# 35. Indemnities

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35.5.				• • • •					 



# 36. Damages not adequate



### 37. Uncontrollable events

37.1.

#### AND/OR

37.2.

#### OR

37.3.

37.4. ■ 1					$\bullet \bullet \bullet \bullet$			
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**Signed by**/ on behalf of the name of the parties by their representative who personally accepts liability for the proper authorisation by their respective employer or principal to enter into this agreement.

For, and on behalf of [ABC Ltd]

print name

For, and on behalf of [DEF Ltd]

print name

### **Schedule 1: Detailed Specification and phases**

...2:...:

### **Schedule 3: Standards**

### Schedule 4: Example purchase order

### **Schedule 5: List of setup tools and equipment**

### Schedule 6: Packaging and labelling

#### Schedule 7: Press release

# **Explanatory notes:**

Development and manufacturing agreement: manufacturer version

#### **General notes**

information.

1.	Like all lawyers, we draw documents to suit the party which normally buys that document and presents it to the other side either as a done-deal or with a view to allowing amendments. For example,
	Nonetheless, you would not want to buy the document drawn in terms which protect you so strongly that your counter-party refuses to accept it. So there is a
	This document has been drawn specifically to favour the manufacturer.  Nevertheless, we have included some provisions to protect your counter-party too. These paragraphs are in blue font. It is entirely a matter of your choice ■
	,
2.	Recognition of our copyright in this document
	We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net
	Once you have edited the document for final use, you may remove the   I I I I I I I I I I I I I I I I I I
3.	Document review service
	If you would like our legal team to check your edited version, we
	Please contact our support team at support@netlawman.ie for further

## Paragraph specific notes

Notes numbering refers to paragraph numbers.

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	-				1113

2.

3.

4.

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ .
Here we have provided a very full menu of items to cover in "Confidential Information". Depending on your business,
There is no copyright in know-how.
By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it
Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. If other documents are to be relied on, let them be listed <b>■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■</b>
Client's warranties
These provisions are important to the manufacturer. Take care ■ ■ ■ ■ ■

#### 5. Manufacturer's warranties

This paragraph covers a number of points which may be very important to the Scope of work This paragraph is concerned with the basics of what each side is expected to ....................... Representative liaison and design reviews The provision for representative liaison should be re-written to reflect the precise arrangements proposed. Regular review meetings ...................... **Setup costs** Product design testing Treat this paragraph as a menu. There are options on who is responsible for Production specification and materials coverage Replace our words by those better suited to your industry and the arrangements - - - - - - - - - - - - . **Payment for Product development** Product development is usually paid for based either on cost plus uplift or fee for reaching milestones. We have provided later for payment based on cost plus uplift. You can also copy and paste that here as an alternative. This text ............ **Design price and payment** A framework of practical business provisions. Edit **E E E E E E E E E** .

### 13. Production price

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**12.** 

#### 14. Payment and interest

A useful provision to promote fast payment. The rate and cumulating period are for negotiation, but you should remember that the period of cumulation
By all means edit as you require.
Packaging and delivery
Delivery of the product will be made once the product design is finalised and has gone through the quality
*****
Transportation
This and the following paragraph are relevant only to ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
We have left the mode of transport open. We strongly advise that you use an Incoterm because delivery, risks and costs are considered critical points in a sale contract cross the border. Parties to a contract are often unaware that there are different trading practices in their respective countries, for example FOB for an American
https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/
Incoterms are not legally binding, unless they are incorporated into an agreement by express reference to the specific Incoterm. We have worded Incoterms in this paragraph prescribed by the International
Below is a basic summary
The seven rules defined by Incoterms 2020 for $\blacksquare \blacksquare \blacksquare$
FXW - Fx Works

15.

16.

The seller makes the goods available at a named place of delivery. This can either be the seller's premises or any other place. This term places the maximum obligation on the buyer and minimum obligations on the seller. EXW is often used when making an initial quotation for the sale of goods without any costs included. The buyer pays all transportation costs and also bears the risks for bringing the goods to their final
,
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 $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
CPT - Carriage Paid To
The seller pays for the carriage and delivers the goods to the buyer by handing them
CIP – Carriage and Insurance Paid to
The seller pays for carriage and insurance to the named destination point,
DAP – Delivered at Place
The seller pays for carriage to the named place, except for costs related to import clearance,

DPU – Delivered at Place Unloaded
The seller pays for carriage, except for costs related to import clearance, and assumes all risks
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 • • • • • • • • • • • • • • • • • • •
Rules for Sea and Inland Waterway Transport
The four rules defined by Incoterms 2020 for international
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.
FOB – Free on Board
The seller is responsible for loading the goods on board the vessel nominated by the buyer. The seller must <b>= = = = = = = = = = = = = = = = = = =</b>
••••••
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 . • • • • , • • • • • • • • • • •
CIF – Cost, Insurance and Freight
CIF is exactly the same as CFR except that the seller must pay for the insurance cover against

•••••
Taxes
This paragraph is relevant only to export orders. 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,
Visitors
We have made this provision for the practical convenience of the customer.
On site audits
See last note. The same applies.
Risk and retention of title
This important paragraph reflects current law. The paragraph is designed to protect you in
If you are paid up front, delete.
If you need this paragraph at all,
Defective Product returned
We have provided a sound arrangement but this is a commercial provision,
Manufacturers 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

23.	Manufacturer's Service provision
	We have provided for you to service the product which is the subject matter of this
	Details of the service provision, if
24.	Limitation of liability
	This is powerful protection for the manufacturer. It is usual to have some limit
25.	Use of sub-contractors
	A framework of practical business provisions.
26.	Confidential Information
	We have given you a very full
27.	Existing Intellectual Property
	Depending on the value and extent of the
	•••••
28.	New IP
	This is another area on which much litigation is based. This paragraph and the next are options.

29.	Protection of Intellectual Property
	Please see last paragraph. The same applies.
	If you fail to protect your IP, someone will steal it. They may just steal it at the edges, or they may
30.	Third party infringement
	Who sues? You need to be what was a second s
31.	Duration and termination
	It really does not matter how you want to end
	Leave the insolvency provisions. As soon as there is any involvement of a court
32.	Change of Control
	This draconian
33.	Publicity / Announcements
	We advise that publicity ••••••••••••••••••••••••••••••••••••
34.	Assignment

Give careful thought to this. Consider the circumstances on both sides which may <b>— — — — — — — — — — — — — — — — — — —</b>
•••••
Indemnities
These mutual indemnities are reasonable. However, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
•••
Damages not adequate
In a contract dispute, the Court will usually look for a
Uncontrollable events
Often referred to as "force majeure". We advise that you
Miscellaneous matters
A number of special points. We have identified each of these as important to
These are just as valid in
Dispute resolution
There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long

35.

36.

37.

38.

Schedule 1: Detailed specification and phases
The schedules may be "typed in" or be contained in some document
Schedule 2: Services: end user service specification
We have no comment.
Schedule 3: Standards
These could be international engineering standards, or specification of cloth be used,
Schedule 4: Example purchase order
This schedule is worth including in
Schedule 5: List of setup tools and equipment
This should • • • • • • • • • • • • • • • • • • •
Schedule 6: Packaging and labelling
Specify fully.

#### **Schedule 7: Press release**

We have no comment.

### **End of notes**