

IE-COMmfg06

## **Manufacturing agreement: customer side; short version**

**[ABC Ltd]**

**And**

**[DEF Ltd]**

**Dated: [Date]**

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## 2. Interpretation

In this agreement unless the context ■■■■■■:

- [illegible]

### 3. Entire agreement

- 3.1. This agreement contains the entire [REDACTED]  
[REDACTED]  
[REDACTED].
- 3.2. Conditions, warranties or other terms implied by [REDACTED]  
[REDACTED]  
[REDACTED].
- 3.3. Each party acknowledges that, in entering into this agreement, [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 3.4. As an exception to the last [REDACTED], [REDACTED]  
[REDACTED]:
- [Enter list* [REDACTED]  
[REDACTED].

#### 4. Manufacturer's warranties

The Manufacturer warrants that:

- 4.1. it is registered with [professional organisation, if any] and is certified to [ ■■■■ 9001 ] ■■■■  
■■■■ [ 28 ] ■■■■  
■■■■ , ■■■■  
■■■■ .
- 4.2. it is not aware of anything within ■■■■  
■■■■  
■■■■ .
- 4.3. it has the necessary experience, all necessary ■■■■ ,  
■■■■ , ■■■■  
■■■■ .
- 4.4. it is not a party to any other ■■■■  
■■■■ , ■■■■ , ■■■■  
■■■■ .
- 4.5. it has taken out a policy ■■■■  
■■■■ € [ ■■■■ ].

## 5. Scope of work

- [illegible]

## 6. Product testing

- 6.1. The Manufacturer shall [REDACTED], [REDACTED].
- 6.2. So far as any Standard requires third [REDACTED] / [REDACTED] [REDACTED], [REDACTED] [REDACTED].
- 6.3. The Manufacturer shall be responsible for obtaining whatever regulatory and [REDACTED] / [REDACTED] [REDACTED].
- 6.4. The Client shall assist the Manufacturer [REDACTED] [REDACTED], [REDACTED] [REDACTED].
- 6.5. If at any stage of production, a Product fails [REDACTED] [REDACTED], [REDACTED] [REDACTED].
- 6.6. After receiving such a notice, the Manufacturer will [REDACTED] [ 30 ] [REDACTED] [REDACTED] - [REDACTED] [REDACTED] / [REDACTED].
- 6.7. All cost relating in any way to obtaining Standard verification and certification shall [REDACTED] [REDACTED]. [REDACTED] - [REDACTED].

.....  
.....

6.8. Test data and results shall .....  
.....

6.9. Test data, reports and correspondence .....  
.....  
.....

## 7. Production specification and materials coverage

7.1. The materials' specification as finally recorded .....  
.....  
.....

7.2. [scrap / trimmings / ..... / .....] .....  
.....

7.3. The Manufacturer shall from time to time obtain arms length, market  
prices for [scrap / trimmings / ..... / .....] .....  
.....  
....., .....  
....., .....  
.....

## 8. Production price

8.1. The price payable by .....  
.....:

For the first [ 1000 ] ..... € [ ..... ]

For the next [ 5000 ] ..... € [ ..... ]

For each additional unit ..... € [number]

8.2. The price shall be increased on the first day of [ ..... ] .....  
.....  
..... ( ..... ) .....  
.....

8.3. If the Client requires delivery to some place other than [ ..... ], .....  
.....



..... [ ]  
.. ]

## 9. Payment terms

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

9.2. A payment by the Client does not imply .....  
.....  
..... .

## 10. Packaging and delivery

10.1. Each Product shall be marked .....  
..... 3 .

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

10.3. Deliveries will be made by the ..... [ .....  
..... / ..... ].

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

10.5. [Products are sent by carrier. The .....  
.....  
.....

10.6. Delivery time ..... .

## 11. Visitors

11.1. The Manufacturer agrees to host visits by customers of the Client or  
other people whom .....  
..... , ..... .

11.2. There shall be no more than [one] visit .  
[ ]  
[ ] , [ ]

11.3. The Client undertakes to inform every visitor of  
[ ] , [ ]  
[ ] .

11.4. The Client must make  
[ ] .

[illegible][illegible]

[illegible]

## 14. Use of sub-contractors

The Manufacturer shall not sub-  
 .

OR

The Manufacturer may perform any or \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ :

14.1. The Manufacturer first obtains the written consent of the Client to ■ ■  
 ■ - ■ ■ ■ ■ . ■ ■ ■  
 ■  
 ■.

*OR*

14.2. The Manufacturer must first obtain the written consent ■■■■■■  
 ■■■■■■ - ■■■■■■  
 ■■■■■■  
 ■ ;

[illegible][illegible]

14.5. So far as work under this ■■■■■■■■■■ - ■■■■■■■■■■  
■■■, ■■■■■■■■■■ [■■■■].

## 15. Defective Product returned

These provisions apply in the .....  
 ..... :

The Manufacturer will repair \_\_\_\_\_  
 \_\_\_\_\_ :




16.2.2 made with the   
 .

[illegible]

**16.2.6**

[illegible]

16.3. .

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[illegible][illegible]

## 17. Protection of Intellectual Property

.....  
 ..... [ ..... ] ..... :

[illegible][illegible]

17.3.  $\dots$ ,  $\dots$ ,  $\dots$ .

[illegible][illegible][illegible]







[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

## 22. Damages not adequate

**\_\_\_\_\_**, \_\_\_\_\_,

**\_\_\_\_\_**,

**\_\_\_\_\_**,

**\_\_\_\_\_**,

**\_\_\_\_\_**,

**\_\_\_\_\_**.

## 23. Uncontrollable events

23.1.  $\mathbb{R}^n$  上のベクトル空間  $V$  上の線形変換  $T$  が、基底  $\{e_1, \dots, e_n\}$  に対して、 $T(e_i) = e_i$  となるように作用する。このとき、 $T$  は恒等変換である。

AND/OR

[illegible]

*OR*

[illegible][illegible][illegible][illegible]





**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

[illegible]

```
print name
```

**■■■■ , ■■■■ ■■■■ ■■■■ ■■■■ [ ■■■■ ]**

```
print name
```

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

## **Schedule 2: Standards**

## **Schedule 3: Packaging and labelling**



## Explanatory notes:

## Manufacturing agreement: customer side; short version

## General notes:

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### Paragraph specific notes:

Notes numbering refers to paragraph numbers.

## 1. Definitions

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 ■ ■ ■ ■ ■ ■ ■ ■ .



## 6. Product testing

[illegible]

## 7. Production specification and materials coverage

[illegible]

## 8. Production price

[illegible]

## 9. Payment terms

[illegible]

## 10. Packaging and delivery

[illegible]

## 11. Visitors

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

## 12. On site audit

See last note. The same applies.

[illegible]

### 13. 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

#### 14. Use of sub-contractors

[illegible]

### 15. Defective Product returned

[illegible]

## 16. Confidential Information

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

## 17. Protection of Intellectual Property

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

## 18. Duration and termination

[illegible][illegible]



These are just   
.

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

[illegible][illegible]

Specify fully.

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