

IN-COMmfg01

Development and manufacturing agreement: customer version

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This agreement is dated: [date]

It is made between:

[ABC Pvt Ltd], a company incorporated in India under company registration number [number] and whose registered [] (“ ”);

and

[DEF Pvt Ltd], a company incorporated in India under company registration number [number] and whose registered [] (“ ”).

Background:

- A. The Client is a designer, manufacturer and merchant of high performance cycle wheels. The Manufacturer is .
- B. The Client and 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 meanings, :

“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 , , ;

patents, trade marks, unregistered marks,
 designs, copyrights, software, domain names,
 discoveries, Know-how, creations and inventions,
 moral rights, together with all rights ■■■■■■
 ■■■■■■
 ■■■■■■
 ■■■■■■ .

concepts, ideas, designs, inventions,
 improvements, discoveries, data, processes,
 methods, techniques, Know-how, and
 information, ■■■■■■
 ■■■■■■
 ■■■■ .

“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 ■■■■
 ■■■■■■ 2 .

“Detailed Specification” means the agreed specification of work to manufacture the Product ■■■■■■
 ■■■■■■ 1 .

“Standards” means the standards, protocols and regulatory requirements as ■■■■■■ 3
 .

2. Interpretation

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

12. Design price and payment

12.1. Wherever a payment obligation is specified in this [] , []
[] []
[] .

12.2. After acceptance by the Client of the [] , []
[] [] [00 ,
000] .

OR

12.3. For development and testing, the Client shall pay the Manufacturer []
[]
[] 1 , []
[] .

12.4. For all work before the commencement of commercial production, the
[] [1 . 5] []
[] [1 . 9] [] .

12.5. In calculating the cost of materials:

12.5.1 cost shall include all []
[] ;

12.5.2 cost shall be []
[] ;

12.5.3 materials shall include bought-in raw materials plus whatever
spare [] , [] , []
[]
[]
[] .

12.6. In calculating the cost of labour:

12.6.1 all production cost shall be included;

12.6.2 the design team []
[] .

12.6.3 a fixed sum of Rs [] []
[] , [] - [] .

13. Production price

13.1. When the Client has accepted the completion of the design and orders the Product in a [100], .

13.2. The price payable by :

For the first [1000] units Rs [number]

For the next [5000] units Rs [number]

For each additional unit Rs [number]

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

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

14. Payment terms

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

14.2. A payment by the Client does not imply .

15. Packaging and delivery

15.1. Each Product shall be marked 6 .

18. Visitors

- 18.1. The Manufacturer agrees to host visits by customers of the Client or other people whom ...
18.2. There shall be no more than [one] visit ...
18.3. The Client undertakes to inform every visitor of ...
18.4. The Client must make ...

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

23. Use of sub-contractors

The Manufacturer shall not sub- [REDACTED]
[REDACTED].

OR

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

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

OR

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

23.3. The Manufacturer [REDACTED]
[REDACTED];

23.4. [REDACTED]
[REDACTED]
[REDACTED] - [REDACTED]
[REDACTED].

23.5. [REDACTED]
- [REDACTED], [REDACTED]
[REDACTED] [REDACTED].

24. Confidential Information

24.1. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED], [REDACTED]

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24.3.
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24.4.
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24.5.
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25. “Work made for hire”

25.1.
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25.2.
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25.3.
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25.4.
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OR

32.3. 7, ..
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33. Assignment

33.1. , - , ,
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OR

33.2.
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33.2.1 [.....
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33.2.2
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33.2.3
..... ; /

33.2.4
.....
.....

36. Uncontrollable events

36.1. [REDACTED]
[REDACTED]
[REDACTED] [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

AND/OR

36.2. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

OR

36.3. [REDACTED]
[REDACTED]
[REDACTED] [REDACTED], [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED] [28] [REDACTED]
[REDACTED], [REDACTED].

36.4. [REDACTED]
[REDACTED] - [REDACTED].

36.5. [REDACTED], [REDACTED]
[REDACTED] [...
. [REDACTED]];

36.6. [REDACTED]
[REDACTED];

36.7. [REDACTED], [REDACTED]
[REDACTED] [30] [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

36.8. [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 Pvt Limited]

print name

For, and on behalf of [DEF Pvt Limited]

print name

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

Schedule 8: Delivery locations

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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 ,
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.....
.....

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
.....
.....

Specify fully.

End of notes