IN-COMmfg01

Development and manufacturing agreement: customer version

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This	agreement is dated: [date]		
It is n	nade between:		
_	ber] and whose registered ■ ■	rated in India under company registration number	
and			
	ber] and whose registered ■ ■	ated in India under company registration number	
Back	ground:		
A.	The Client is a designer, manufacturer and merchant of high performance cycle wheels. The Manufacturer is EXECUTE EXECUTE EXECUTE		
B.	The Client and Manufacturer have agreed that production of the Product shall be undertaken by the Manufacturer on		
It is r	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 ■ ■ ■ ■ , ■ ■	

	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 is reasonably necessary to disclose to a customer or other person in the usual course of
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 \blacksquare
Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including
	It also includes:

	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 $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
"Detailed Specification"	means the agreed specification of work to manufacture the Product
"Standards"	means the standards, protocols and regulatory requirements as EXECUTE EXECUTE EXE

2. Interpretation

2.1.	A reference to a person includes a human individual, a corporate entity and any organisation ••••••••••••••••••••••••••••••••••••
2.2.	In connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
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 , , , , , , , , , , , , , , , , , ,
2.4.	A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context • • • • • • • • • • • • • • • • • • •
2.5.	The headings to the paragraphs and schedules to this agreement are inserted for convenience E E E E E E E E E E E E E E E E E E E
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 GST, 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

3. Entire agreement

4.

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 from ••••••••••••••••••••••••••••••••••••
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
	[Enter list of other docs and dates • • • • • • • • • • • •].
Clie	nt's warranties
The C	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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.3.	it has power to enter into this agreement [and has obtained \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 a 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	
5.4.	it is not a party to any other agreement that would in any way conflict with,	
5.5.	it has taken out a policy of insurance against product liability in a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
Sco	pe of work	
	pe of work //anufacturer shall:	
The N	lanufacturer shall:	
The N 6.1. 6.2.	Manufacturer shall: complete the design of the Product.	
The N	Anufacturer shall: complete the design of the Product. complete the testing procedures and qualify the I I I I I I I I I I I I I I I I I I	

	6.6.	use every effort to meet the
	6.7.	provide the
7.	Rep	presentative liaison and design reviews
	7.1.	With effect from today each of the parties will nominate a representative who will be
	7.2.	[Periodically / once each month], the [Client / Manufacturer] shall call
	7.3.	The representative of a party at a design review meeting shall be a person with
	7.4.	Either party may change the authorised • • • • • • • • • • • • • • • • • • •
	7.5.	The Manufacturer will provide a competent manager,
	7.6.	So far as the Client suggests changes
	7.7.	After each change to any part of the design or ••••, •••••

8. Product design testing		duct design testing
O.	8.1.	The Manufacturer shall test the
	0.11	
	8.2.	So far as any Standard requires third I I I I I I I I I I I I I I I I I I
	8.3.	The Client shall be responsible for obtaining whatever regulatory and
	8.4.	The Manufacturer shall assist the Client
	8.5.	If at any stage of design or production, a = = = = = = = = = = = = = = = = = =
	8.6.	After receiving such notice, the Manufacturer will within [30] = = = =
		-/].
	8.7.	All cost relating in any way to obtaining Standard verification and certification

8.8.	Test data and results shall

8.9.	Test data, reports and correspondence ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

9. Setup costs

	•••••••••••••
9.1.	The costs of tools and equipment required

	9.2.	The Client has approved the list and
	9.3.	The Client shall buy,
	OR	
	9.4.	The Manufacturer shall
10.	Pro	duction specification and materials coverage
	10.1.	The materials specification as finally recorded
	10.2.	[Scrap / trimmings / • • • • / • • • •] • • • • • • • • •
	10.3.	The Manufacturer shall from time to time obtain arm's length, market prices for [scrap / trimmings / • • • •] • • •] • • • • • • • • • •
11.	Pay	ment for Product development
	The C	Client shall pay the Manufacturer as follows:
	11.1.	at acceptance by •••••••••••••••••••••••••••••••••••
	11.2.	at acceptance by ****************** [00 , 000]
	11.3.	after receiving certificate of compliance $\blacksquare \blacksquare \blacksquare$

12. Design price and payment

12.1.	Wherever a payment obligation is specified in this I I I I I I I I I I I I I I I I I I					
12.2.	After acceptance by the Client of the seese seese, seese seese [00,000].					
OR						
12.3.	For development and testing, the Client shall pay the Manufacturer 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
12.4.		work before the commencement of commercial production, the				
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 calcu	ulating 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 p	rice
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14.

	When the Client has accepted the complete Product in a • • • • • • • • • • • • • • • • • •	[100],
	For the first [1000] units For the next [5000] units For each additional unit	Rs [number] Rs [number] Rs [number]
13.3.	The price shall be increased on the first [
13.4.	If the Client requires delivery to somepla I I I I I I I I I I I I I I I I I I I	ce other than [
Payı	ment terms	
14.1.	All the payments under this agreement s	
14.2.	A payment by the Client does not imply	
Pacl	kaging and delivery	

15.2.	Immediately after testing each Product will be labelled on the [• • • • • • • • • • • • • • • • • •
15.3.	Delivery shall be made to $\blacksquare \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare \blacksquare / \blacksquare \blacksquare \blacksquare / \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
OR	
15.4.	Deliveries will be made • • • • • • • • • • • • • • • • • • •
15.5.	If the Manufacturer is not able to deliver the Product within [30] , , , , , , , , , , , , , , , , , ,
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
15.7.	Signing "Unchecked", " = = = = = " = = = = = = = = = = = =
15.8.	[Products are sent by courier. the Manufacturer • • • • • • • • • • • • • • • • • •
15.9.	If the parties agree to deliver on a particular day or at a particular time, the Manufacturer will do
15.10.	Time for delivery specified on the order,

OR

16. Transportation

[There		ny ways and alternative deals possible.
■ ■ ■].		
16.1.		owing Incoterms
	16.1.1	EXW [named = = = , = = = = = =] = = = ® 2020 .
	16.1.2	FCA [named • • • • , • • • • • • • • • •] • • • •
	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 • • • • , • • • • • • • • • •] • • • •
	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 • • • • • • • • • • • • • • • • • • •
Taxe	es
17.1.	This paragraph relates to all sales, transfer and other taxes or customs duty ("Tax") imposed on the
17.2.	Insofar as any Tax is recoverable or can • • • • • • • • • • • • • • • • • • •
17.3.	Tax shall be stated separately on the Manufacturer's invoices, collected
17.4.	The Manufacturer will indemnify the Client against the
17.5.	Wherever any sum is chargeable by the Manufacturer to the Client for services based on
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

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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	,
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

		•
	AND	
	19.4.	The auditor shall be instructed not to disclose to
	19.5.	The provisions of this paragraph apply equally to any sub- • • • • • • • • • • • • • • • • • • •
	19.6.	If any discrepancy is found in •••••, ••••••.
20.	Defe	ective Product returned
	These	e provisions apply in the
	20.1.	The Manufacturer will repair • • • • • • • • • • • • • • • • • • •
		20.1.1 the defect is reported to • • • • • • • [12] • • • • •
		20.1.2 the Product is returned • • • • • • • • • • • • • • • • • • •
		20.1.3 the defect results only from faulty manufacture;
	20.2.	The Manufacturer will refund the
	20.3.	If the Manufacturer repairs or replaces a Product, the Client

21. Manufacturer's manufacturing warranty

22.

21.1.	The Manufacturer warrants that for period of [24] months from date of
21.2.	Non-warranty service pricing shall be negotiated • • • • • • • • • • • • • • • • • • •
21.3.	If either party shall become aware of a second seco
Man	ufacturer's Service provision
22.1.	The Services are listed in Schedule 2. Before submitting the first order to the Manufacturer , , , , , , , , , , , , , , , , , ,
22.2.	From the date of the first delivery of the Products to the Client, [24]
22.3.	The price payable by \blacksquare
OR	
22.4.	The price payable by ••••••[•••••••].
22.5.	If the service provision level set out in Schedule 2 is changed so that the cost to the

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The M	lanufacturer shall not sub-
OR	
The M	lanufacturer may perform any or
23.1.	the Manufacturer first obtains the written consent of the Client to
OR	
23.2.	The Manufacturer must first obtain the written consent
23.3.	The Manufacturer = = = = = = = = = = = = = = = = = =
23.4.	
23.5.	
Con	fidential Information
24.1.	

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	24.1.5											
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26.	Existing	Intellectual	Property
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26.1. 26.2. 26.3. 26.5.(................................

27. New IP

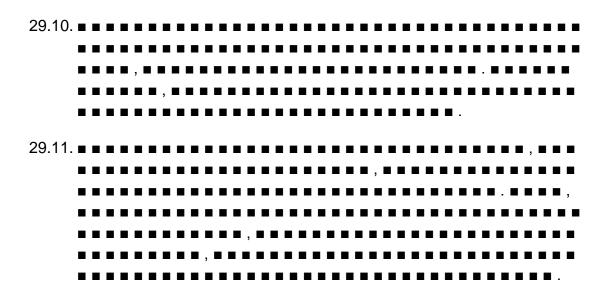
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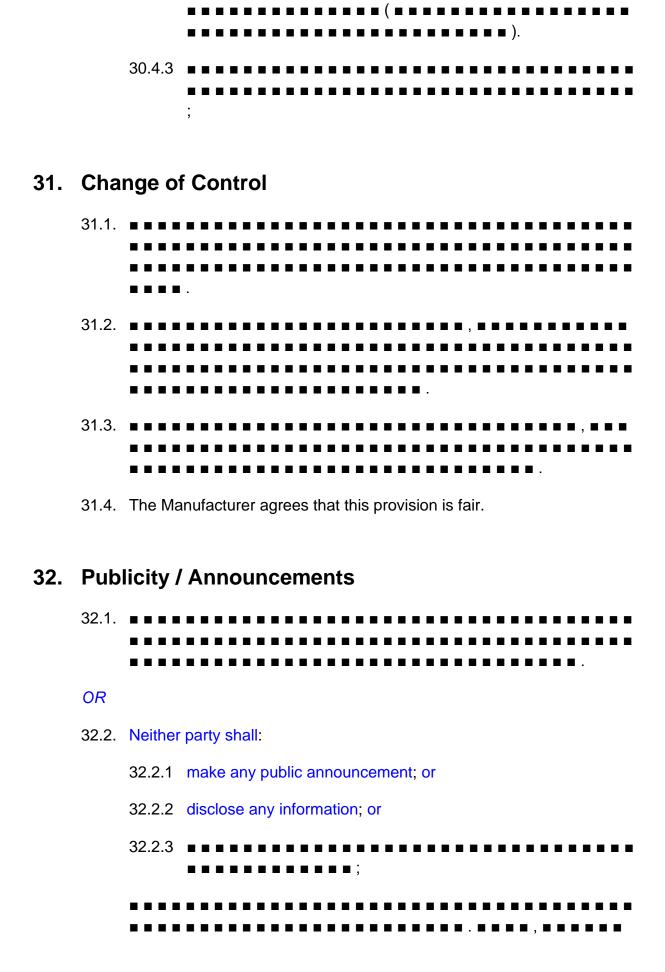


30. Duration and termination

This agreement may be terminated:

30.1. by mutual agreement on an agreed date. 30.2. 30.3. 30.4. -------------.............................. ---30 -----. 30.4.2 ------------

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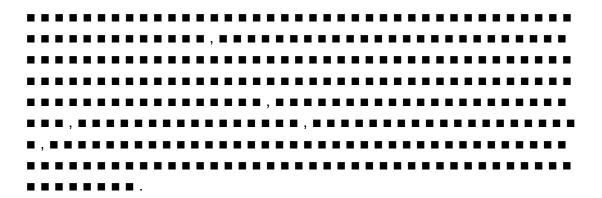


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34.	Indemnity	by	Manufacturer
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35. Damages not adequate



36. Uncontrollable events

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37. Miscellaneous matters

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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

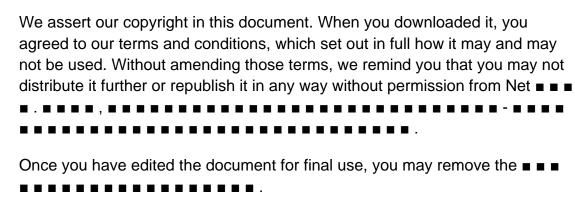
Schedule 8: Delivery locations

Explanatory notes:

Development and manufacturing agreement: customer version

General notes

1. Recognition of our copyright in this document



2. Document review service

Please contact our support team at support@netlawman.in for further information.

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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare	
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,	

If your counter-party is in India, you may decide to remove or abbreviate the lists in "Intellectual Property". We have included them, first to make sure your

counter-party is under no illusions about IP, and second because some ■ ■ ■
There is no copyright in know-how.
The definition relating to the subject matter of the agreement requires particular care on your part. We have used the term "Product". This is a generic term. The document would read
We have not included a specific, extensive licence by the customer (you?) to the manufacturer, but as a matter of law, you will license your IP • • • • • • • • • • • • • • • • • •
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 I I I I I I I I I I I I I I I I I I
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 web site or what was said. If other documents are to be relied on, let them be listed
Client's warranties
You may delete this whole paragraph provided your counter party may not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Manufacturer's warranties
This paragraph covers a certification and qualifications and a number of points which may be very important to you, the customer. It is not enough to see them in the agreement. You should also check

2.

3.

4.

5.

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,

7. Representative liaison and design reviews

The provision for representative liaison should be re-written to reflect the precise arrangements proposed. Regular review meetings

By all means edit as you require.

8. Product design testing

Treat this paragraph as a menu. There are options on who is responsible for what and who pays for **BBB**. **BBB**. **BBB**. **BBB**. **BBB**.

9. Setup costs

10. Production specification and materials coverage

11. Payment for Product development

12. Design price and payment

A framework of practical business provisions. Edit **E E E E E E E E E**.

13. Production price

A framework of practical business provisions. Whatever cost that will incur during the production of the products. Please

14. Payment terms

15. Packaging and delivery

16.

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,	
Transportation	

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

EXW - Ex Works

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 ,
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

 \blacksquare \blacksquare \blacksquare .

DDP - Delivered Duty Paid The seller is responsible for delivering the goods to the named place. The **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 CFR - Cost and Freight The seller must deliver the goods to the buyer and pay the costs and freight to ---- -------------------------CIF - Cost, Insurance and Freight CIF is exactly the same as CFR except that the seller must pay for the insurance cover against **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 ------...........

	A framework of practical business provisions. Customers or suppliers will be allowed for a visit during the production and manufacturing process.
19.	On site audits
	See last note. The same applies.
	Edit as you require. We have provided alternatives of
20.	Defective Product returned
	We have provided a sound arrangement but this is a commercial provision, ■
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
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 $\blacksquare \blacksquare \blacksquare$
	•••••••••••
23.	Use of sub-contractors
	A framework of practical business provisions. Edit as you require. This • • • • • • • • • • • • • • • • • • •
24.	Confidential Information
	We have given you a very full provision suitable for manufacturing a technical product requiring

Visitors

18.

"Work made for hire"

There is a fundamental principle of law that I own whatever original work I create. This There is a fundamental principle of law that I own whatever original work I create. This There is a fundamental principle of law that I own whatever original work I create.
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. In the USA, I
1976,
An important point of contract law also appears in this paragraph.
We suggest leave it as is.
Existing Intellectual Property
Depending on the value and extent of the
New IP
This is another area on which much litigation is based. At the start, both ■ ■ ■

26.

	If you fail to protect your IP, someone will steal it. They may just steal it at the edges, or they may ••••••••••••••••••••••••••••••••••
29.	Third party infringement
	Who sues? You need to be
30.	Duration and termination
30.	It really does not matter how you want to end
	Leave the insolvency provisions. As soon as there is any involvement \blacksquare \blacksquare
31.	Change of Control
	This draconian provision helps you to avoid the transfer of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
32.	Publicity / Announcements
	We advise that publicity ••••••••••••••••••••••••••••••••••••
33.	Assignment
	Give careful thought to this. Consider the circumstances on both sides which may

Protection of Intellectual Property

34.	Indemnity by the Manufacturer
	A useful = = = = = = = = = = = . = = = = = = =
35.	Damages not adequate
	In a contract dispute, the Court will usually look for a • • • • • • • • • • • • • • • • • •
36.	Uncontrollable events
	Often referred to as "force majeure". We advise that you ■ ■ ■ ■ ■ ■ ■ ■ ■
37.	Miscellaneous matters
	A number of special points. We have identified each of these as important to
	These are just • • • • • • • • • • • • • • • • • • •
	Dispute resolution
	There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long

••••••
Schedule 1 Detailed specification and phases
The schedules may be "typed in" or be contained in some document \blacksquare \blacksquare \blacksquare .
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,
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

© Andrew Taylor and Net Lawman Ltd

We have no comment.

Schedule 8 List of delivery locations

Specify fully.

End of notes