Development and manufacturing agreement: manufacturer version

[ABC Pvt Ltd]

AND

[DEF Pvt Ltd]

Dated: [Date]

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It is n	nade between:	
	oer] and whose registered	orated in India under company registration number
and		
	oer] and whose registered	orated in India under company registration number
Back	ground:	
A.	The Client is a designer, n bikes. The Manufacturer is	nanufacturer and merchant of high performance
B.		acturer have agreed that production of the Product Manufacturer on
It is n	low agreed as follows:	
1.	Definitions	
	In this agreement, the following	owing 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 •••, •••;

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 \blacksquare
"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
"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 enti	ty
	and any organisation ••••••••••••••••••••••••••••••••••••	

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
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
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
2.4	As an expension to the last provious sub-newspape, the newtice describe
3.4.	As an exception to the last previous sub paragraph, the parties do rely

[Enter list of other docs and dates	J
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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 ;
4.3.	it has power to enter into this agreement [and has obtained • • • • • • • • • • • • • • • • • • •
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

		with, = = = = = , = = = = = = = = = = = = .
	5.5.	it has taken out a policy of insurance against product liability in a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.	Sco	pe of work
	The N	Manufacturer shall:
	6.1.	complete the design of the Product.
	6.2.	complete the testing procedures and qualify the $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
	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	resentative 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

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
		desat de alors to attorn
9.	Pro	duct design testing

	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.	Pav	ment for Product development
		Client shall pay the Manufacturer as follows:
	11.1.	at acceptance by Client • • • • • • • • • • • • • • • • • • •
	11.2.	at acceptance by ***********************************
	11.3.	after receiving certificate of compliance with [certification, \blacksquare
	A pay	ment by the Client does not imply
12.	Des	ign price and payment
	12.1.	Wherever a payment obligation is specified in this •••, ••••
	12.2.	For development and testing, the Client shall pay the Manufacturer ■ ■
	12.3.	For all work before commencement of commercial production, the
		. . [1.9]
	12.4.	In calculating the cost of materials:
		12.4.1 cost shall include all

..................

		12.4.2	cost shall be		•••							
		12.4.3		bought-in raw materials plus what								
	12.5.	In calc	ulating the cost of labou	r:								
			all production cost sha									
		12.5.2	the design team • • • • • • • • • • • • • • • • • • •		•••							
		12.5.3			•••							
13.	Prod	ductio	n 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	ce payable by	• • • • :	•••							
		For the	e first [1000] ■ ■ ■ ■	[-]							
		For the	e next [5000] ■ ■ ■ ■	[■]							
		For ea	ch additional unit	Rs [number]								
	13.3.		ce shall be increased of	n the first • • • • • • [• • • • • [• • • • • •] = =							
	13.4.	If the C	Client requires delivery to	o some place other than [■ ■ ■ ■]	, ■ ■ ■							

■ ■]. 14. Payment and interest 14.1. Payment shall be made by any of: [\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare 14.2. The Manufacturer reserves the right to charge the Client interest in 15. Packaging and delivery 15.1. Each Product shall be marked 15.2. Immediately after testing, each Product will be labelled on ■ ■ ■ [■ ■ 15.4. If the Manufacturer is not able to deliver the Product within [30] ■ ■ ■ 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

	15.6.	Signing	g "Unchecked", " • • • • • • • " • • • • • • • • • • •
	15.7.	[Produc	cts are sent by courier. The Manufacturer ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		••••].
	15.8.		Manufacturer agrees with the Client to deliver on a particular day particular time, the Manufacturer ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	15.9.	Time fo	or delivery specified on the order, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		••••	
16.	Trar	nsport	ation
	[Ther	e are ma	any ways and alternative deals possible.
].		
	16.1.	The foll	lowing Incoterms = = = = = = = = = = = = = = = = = = =
		16.1.1	EXW [named • • • • , • • • • • • • • • • • • • •
		16.1.2	FCA [named • • • • , • • • • • • • • •] • • • • ® 2020
		16.1.3	CPT [named • • • • , • • • • • • • • • •] • • • •
		16.1.4	CIP [named • • • • , • • • • • • • • • • •] • • • •
		16.1.5	DPU [named = = = , = = = = = = =] = = = ® 2020

	16.1.6	DAP [named • • • • , • • • • • • • • • •] • • • •
	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 right	s, obligations, ••••••••••••••••••••••••••••••••••••
16.3.	Unless	otherwise agreed in this agreement so far ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Taxe	es	
	duty ("T	ragraph relates to all sales, transfer and other taxes or customs ax") imposed on the
17.2.	Insofar	as any Tax is recoverable or can • • • • • • , • • • • • •
17.0	Toyok	all be stated congretaly on the Manufacturaria invaiges, callegted
17.3.	••••	all 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
Visit	
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
0	
On s	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

19.

19.2.	The auditor shall be instructed not to disclose to •••••••••••••••••••••••••••••••••••
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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

	••••••
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 \blacksquare

21. Defective Product returned

These	provision	ons apply in the
	• • • •	
21.1.	The Ma	anufacturer will repair
	21.1.1	the defect is reported to [12]
	21 1 2	the Product is returned
	21.1.2	
	21.1.3	the defect results only from faulty manufacture;
21.2.	So far ı	,
	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.	If the M	lanufacturer agrees that it is liable, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
21 4	If the M	lanufacturer repairs or replaces a Product, neither the Client ■ ■
۷۱.٦.		
Man	ufacti	irers manufacturing warranty

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 •••••••••••••••••••••••••••••••••••
ZZ.4.	= = = = = = = = = = = = = = = = = = =
Man	ufacturer's Service provision
	•
23.1.	The Services are listed in Schedule 2. Before submitting the first order to the Manufacturer for EXECUTE EXECUTE EXECUTE
	,
22.2	From the date of the first delivery of the Products to the Client, ■ ■ ■
23.2.	= = = = = = = = = = = = = = = = = = =
22.2	The price payable by •••••••••••••••••••••••••••••••••••
23.3.	= = = = = = = = = = = = = = = = = = =
OR	
	The section of the least of the section of the sect
23.4.	The price payable by the ••••••••••••••••••••••••••••••••••••
22.5	
23.5.	If the service provision level set out in Schedule 2 is changed so that the cost to the
	1.5
].

24. Limitation of liability

24.1.	The law differs from one									
24.2.	The Manufacturer shall not									
	24.2.1 indirect or consequential loss; or									
	24.2.2 economic loss or other • • • • • • • • • • • • • • • • • • •									
	24.2.3 loss or damage suffered by •••••••••••••••••••••••••••••••••••									
	The above provisions apply even if such									
24.3.	Except in the case of death or personal injury, the total liability of the Manufacturer under									
24.4.	This paragraph (and any other paragraph which excludes or restricts									
	the									
24.5.	The Manufacturer is not									
	24.5.1 the Product • • • • • • • • • • • • • • • • • • •									
	24.5.2 the Product that has been • • • • • • • • • • • • • • • • • •									
	24.5.3									

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26.	Con	fid	ent	ial	l Ir	nfo	ori	m	at	ic	n																			
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25. Use of sub-contractors

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	26.1.1	
	26.1.2	1
	26.1.3	ı
	26.1.4	I
	26.1.5	
	26.1.6	ı
26.2.	This paragraph does not apply to disclosure:	
	26.2.1	
	26.2.2	I
	26.2.3	

	20.2.4			••	••												•		•	
	26.2.5																			
	26.2.6		• • •																	I =
	26.2.7	• • •	• • •												•		•	•		•
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27.	Existing Intellectual Property	
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	27.2.	
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	27.4.	
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28.		
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	28.1.	

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	29.10	, ■ ■	0.1	••	•••	•••		•:		-	 	- 1	•	•	-	•	•	•	, .	••	•	-	, .		
		29.1	0.2 ı										•	 		•		•	•	• '	•				-
30.	Thir	d pa	arty	' int	frir	nge	em	en	t																
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31. Duration and termination

31.1.1 by mutual agreement on an agreed date.

31.1. This agreement may be terminated:

31.1.2

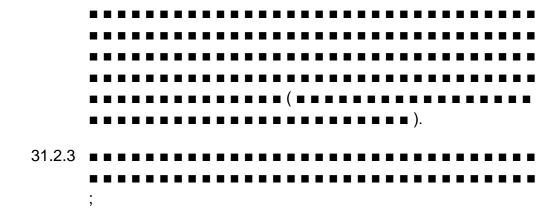
31.1.3

31.2.

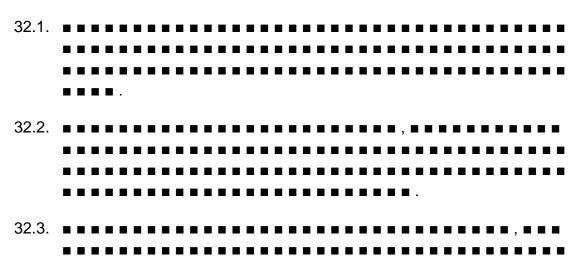
31.2.1

..;....

31.2.2



32. Change of Control



32.4. The Manufacturer agrees that this provision is fair.

33. Publicity / Announcements

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33.1.	- 1	•		•						- 1	•							_

OR

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

		33.2.3		::							-		-	•		•	•		• 1	• •	•	•	•		
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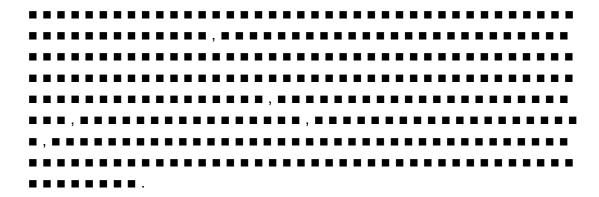
34.2.4

35. Indemnities

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35.2.		 ,			•••••		• • • • •	••••
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35.3.		,		•••,•				•••,
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35.5.	••••	••••						



36. Damages not adequate



37. Uncontrollable events

37.1.		 	 	
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AND/OR

37.2.

OR

37.3.

	37.4.			• • •	- • •				••	••				•		• •		. =
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38.14.		 				• •	 -		• •		•		 		• •

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 Pvt Ltd]

print name

For, and on behalf of [DEF Pvt 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.in for further

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

2.

3.

4.

5.

......

Manufacturer's warranties

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
Client's warranties
These provisions are important to the manufacturer. Take care

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** A framework of practical business provisions. Edit **E E E E E E E E E E E**. 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 E E**. **Production price** A framework of practical business provisions. Whatever cost that will incur during the production of the products. Please

14. Payment and interest

6.

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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 \blacksquare
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
FYW - Fy Works

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
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
••••••
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 . \blacksquare
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

18.

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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 a second sec
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

may ■	areful thought to this. Consider the circumstances on both sides which
••••	
Indem	nities
These	mutual indemnities are reasonable. However,
•••	
Dama	ges not adequate
In a co	ontract dispute, the Court will usually look for a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••
Uncor	ntrollable events
Often	referred to as "force majeure". We advise that you ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Misce	llaneous matters
A num	ber of special points. We have identified each of these as important to
	are just as valid in
Dispu	te resolution
	are many ways to settle a dispute. But an action in court is the least

36.

37.

Schedule 1: Detailed specification and phases
The schedules may be "typed in" or be contained in some document ,
Schodule 2: Semices, and user semice excitication
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

We have no comment.

End of notes