

IN-COMmfg02

## **Development and manufacturing agreement: manufacturer version**

**[ABC Pvt Ltd]**

**AND**

**[DEF Pvt Ltd]**

**Dated: [Date]**

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- 7.3. The representative of a party at a design review meeting shall be a person with [REDACTED], [REDACTED].
- 7.4. If the Client fails to attend a design review meeting after notice of [REDACTED] [REDACTED], [REDACTED].
- 7.5. So far as the Client suggests changes [REDACTED], [REDACTED].
- 7.6. After each change to any part of the design or [REDACTED], [REDACTED] [ 7 ] [REDACTED].
- 7.7. The materials specification as finally recorded [REDACTED].

## 8. Setup costs

- 8.1. The costs of tools and equipment required [REDACTED] 5.
- 8.2. The Client has approved the list and [REDACTED].
- 8.3. The Client shall buy, [REDACTED].
- 8.4. The Manufacturer shall maintain all [REDACTED] / [REDACTED].

## 9. Product design testing

- 9.1. The Manufacturer shall test the [REDACTED], [REDACTED].

- 9.2. So far as any Standard requires third [REDACTED] / [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 9.3. The Client shall be responsible for obtaining whatever regulatory and [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED]  
[REDACTED].
- 9.4. The Manufacturer shall assist the Client [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 9.5. If at any stage of design or production, a [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 9.6. After receiving such notice, the Manufacturer will within [ 30 ] [REDACTED]  
[REDACTED] - [REDACTED] [REDACTED]  
[REDACTED] / [REDACTED] ].
- 9.7. All cost relating in any way to obtaining Standard verification and shall  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 9.8. Test data and results shall [REDACTED]  
[REDACTED].
- 9.9. Test data, reports and correspondence [REDACTED]  
[REDACTED]  
[REDACTED].

## 10. Production specification and materials coverage

- 10.1. The materials specification as finally recorded [REDACTED]  
[REDACTED]  
[REDACTED].
- 10.2. [\[scrap / trimmings / offcuts / \[REDACTED\]\]](#) [REDACTED]  
[REDACTED] / [REDACTED].
- 10.3. The Manufacturer shall from time to time obtain arm's length, market  
prices for [\[scrap / trimmings / \[REDACTED\] / \[REDACTED\]\]](#) [REDACTED]

.....  
.....,  
.....,  
......

## 11. Payment for Product development

The Client shall pay the Manufacturer as follows:

- 11.1. at acceptance by Client ..... [ 00 , 000 ]
- 11.2. at acceptance by ..... [ 00 , 000 ]
- 11.3. after receiving certificate of compliance with [certification, .....  
.....].  
..... [ 00 , 000 ]

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

## 12. Design 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 .....  
..... 1 , .....
- 12.3. For all work before commencement of commercial production, the .....  
..... [ 1 . 5 ] .....  
..... [ 1 . 9 ] .....
- 12.4. In calculating the cost of materials:
  - 12.4.1 cost shall include all .....  
..... ;



..... [ ]  
.....].

## 14. Payment and interest

14.1. Payment shall be made by any of: [ ..... , .....  
..... ] .....  
..... .

14.2. The Manufacturer reserves the right to charge the Client interest in  
respect of the late payment of any sums due ..... ,  
..... [ 5 ]  
..... ,  
..... .

## 15. Packaging and delivery

15.1. Each Product shall be marked .....  
..... 6 .

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

15.3. Deliveries will be made by the carrier to [the .....  
..... / ..... ].  
..... .

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 “Unchecked”, “.....” .....

15.7. [\[Products are sent by courier. The Manufacturer .....](#)  
.....  
.....].

15.8. If the Manufacturer agrees with the Client to deliver on a particular day or at a particular time, the Manufacturer .....  
.....  
....., .....  
.....  
..... - .....

15.9. Time for delivery specified on the order, ....., .....  
.....  
.....

## 16. Transportation

*[There are many ways and alternative deals possible. ....*  
.....  
....., .....  
].

16.1. The following 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  
.











## 21. Defective Product returned

These provisions apply in the [REDACTED]  
[REDACTED].

21.1. The Manufacturer will repair [REDACTED]  
[REDACTED]:

21.1.1 the defect is reported to [REDACTED] [ 12 ] [REDACTED]  
[REDACTED].

21.1.2 the Product is returned [REDACTED]  
[REDACTED].

21.1.3 the defect results only from faulty manufacture;

21.2. So far [REDACTED], [REDACTED]:

21.2.1 with both Products and [REDACTED]  
[REDACTED];

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 Manufacturer agrees that it is liable, [REDACTED]  
[REDACTED]  
[REDACTED].

21.4. If the Manufacturer repairs or replaces a Product, neither the Client [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED].

## 22. Manufacturers manufacturing warranty

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

22.2. The Manufacturer will use its best efforts to repair [redacted]  
[redacted]  
[redacted].

22.3. Non-warranty service pricing shall be negotiated [redacted]  
[redacted]  
[redacted].

22.4. If either party shall become aware of [redacted]  
[redacted], [redacted]  
[redacted].

### 23. Manufacturer’s Service provision

23.1. The Services are listed in Schedule 2. Before submitting the first order to the Manufacturer for [redacted] [ 100 ] [redacted]  
[redacted], [redacted], [redacted]  
[redacted] 2 [redacted]  
[redacted].

23.2. From the date of the first delivery of the Products to the Client, [redacted]  
[redacted] [ 24 ] [redacted]  
[redacted], [redacted]  
[redacted]  
.

23.3. The price payable by [redacted]  
[redacted].

**OR**

23.4. The price payable by the [redacted] [redacted]  
[redacted] 2 ]

23.5. If the service provision level set out in Schedule 2 is changed so that the cost to the [redacted]  
[redacted], [redacted]  
[redacted] [redacted] [ 1 . 5 ]].





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

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





..... ) .....  
.....

## 27. Existing Intellectual Property

27.1. ....  
.....

27.2. ....  
....., ....., ....., .....  
.....  
.....  
..... (“ .....”).

27.3. ....  
.....  
.....  
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27.4. ....  
.....  
.....

27.5. ...., ....., .....  
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....., ....., ....., .....  
....., ..... - ....., ..... - ....., ....., .....  
..... ( ..... - ..... ) .....  
.....  
.....

## 28. New IP

.....  
.....  
....., .....

28.1. ...., ....., ....., .....  
....., ....., .....  
..... :























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**



## **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**











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 destination.

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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 premises,

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### **CPT - Carriage Paid To**

The seller pays for the carriage and delivers the goods to the buyer by handing them over to the carrier at the named place.

The seller pays for the carriage and delivers the goods to the buyer by handing them over to the carrier at the named place.

### **CIP – Carriage and Insurance Paid to**

The seller pays for carriage and insurance to the named destination point, except for import clearance, duties, taxes and other charges.

### **DAP – Delivered at Place**

The seller pays for carriage to the named place, except for costs related to import clearance, duties, taxes and other charges.

.....  
.....

**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 . . . , .....  
.....  
..... .

**CIF – Cost, Insurance and Freight**

CIF is exactly the same as CFR except that the seller must pay for the insurance cover against .....







Give careful thought to this. Consider the circumstances on both sides which may   
 . , , .   
 .

**35. Indemnities**

These mutual indemnities are reasonable. However,   
 .   
 .

**36. Damages not adequate**

In a contract dispute, the Court will usually look for a   
 . ,   
 , .

**37. Uncontrollable events**

Often referred to as “force majeure”. We advise that you   
 . .

**38. 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



## **Schedule 7: Press release**

We have no comment.

**End of notes**