

IN-COMmfg07

## **Product assembly and finishing agreement**

**[ABC Pvt Ltd]**

**And**

**[DEF Pvt Ltd]**

**Dated: [Date]**

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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 air conditioning and environmental controls. The Manufacturer [ ] [ ] , [ ] .
- B. The parties to this agreement have agreed that the Manufacturer shall provide manufacturing services to complete the production of the “Environmental SunUser” air [ ] [ ] .

It is now agreed as follows:

## 1. Definitions

In this agreement, the following words shall have the following meanings, [ ] [ ] :

“Affiliate” means, with respect to any person, any human individual, or corporate body, or organisation of people acting together, who is able to Control its affairs or actions; [ ] [ ] [ ] .

“Confidential Information” means all information about a Party, including any information which may give a commercially competitive advantage to [ ] [ ] [ ] [ ] :

















9.4. Deliveries will be [redacted] .

9.5. Delivery [to any location] [redacted] 24 [redacted] .

OR

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

9.7. If the Manufacturer agrees with the Clients to deliver on a particular [redacted] , [redacted] [redacted] .

OR

9.8. Delivery time [redacted] .

## 10. Transportation

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

10.1. The following Incoterms [redacted] :

10.1.1 EXW [named [redacted] , [redacted] ] [redacted] ® 2020 .

10.1.2 FCA [named [redacted] , [redacted] ] [redacted] ® 2020 .

10.1.3 CPT [named [redacted] , [redacted] ] [redacted] ® 2020 .

10.1.4 CIP [named [redacted] , [redacted] ] [redacted] ® 2020 .

10.1.5 DPU [named [redacted] , [redacted] ] [redacted] ® 2020 .

























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OR

23.2. ....  
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23.2.1 ..... [ ..... ] .....  
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23.2.2 .....  
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23.2.3 .....  
.....; ..... / .....

23.2.4 .....  
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## 24. Indemnity by the Manufacturer

24.1. ....  
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24.2. ....  
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24.2.1 ....., .....  
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24.2.2 .....  
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24.2.3 .....  
.....;











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

## **Schedule 2: Standards**

## **Schedule 3: Example purchase order**

## **Schedule 4: Delivery locations**

## **Schedule 5: Press release**



## **Schedule 6: Packaging and labelling**







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Below is a basic summary .....

The seven rules defined by Incoterms 2020 for ..... ( ..... ) .....  
..... :

**EXW – Ex 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 .....  
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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**













