

IN -COMmfg06

## **Manufacturing agreement: customer side; short version**

**[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 and wholesaler of [high performance bicycles]. The [ ] .
- B. The Client and the 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 [ ] , [ ] , [ ] ;

information about the Intellectual Property, the



2. Interpretation

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

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 ■■■■■■■■■■■■ ■■■■■■■■ .

2.6. Any agreement by party not to do or omit to do something includes an obligation not to allow some other ■■■■■■■■■■■■ ■■■■■■■■■■■■ .

2.7. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, ■■■■ ■■■■■■■■■■■■ ■■■■■■■■■■■■ .

2.8. All money sums mentioned in this ■■■■■■■■■■■■ ■■■■■■■■ , ■■■■■■■■■■■■ ■■■■ .

2.9. This agreement is made only in the English language. If there is any ■■■■■■■■■■■■ ■■■■■■■■■■■■ ■■■■■■■■■■■■ , ■■■■■■■■■■■■ ■■■■■■■■■■■■ .









..... [ ..  
.. ]

## 9. Payment terms

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

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

## 10. Packaging and delivery

10.1. Each Product shall be marked .....  
..... 3 .

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

10.3. Deliveries will be made by the ..... [ .....  
..... / ..... ] .

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

10.5. [Products are sent by carrier. The .....  
.....  
.....

10.6. Delivery time ..... .

## 11. Visitors

11.1. The Manufacturer agrees to host visits by customers of the Client or  
other people whom .....  
..... , .. .

.....  
.....

11.2. There shall be no more than [one] visit .....  
..... [ ..... ] .....  
..... , .....

11.3. The Client undertakes to inform every visitor of .....  
..... , .....  
..... .

11.4. The Client must make .....  
..... .

## 12. On site audit

12.1. On notice of at least [7] days, no more than .....  
..... 's .....  
..... .

12.2. The auditor shall be instructed not to disclose to .....  
.....  
..... .

## 13. Manufacturer's manufacturing warranty

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

13.2. The Manufacturer will use its best efforts to repair defective .....  
..... / .....  
..... [ ..... ] .....  
..... .

13.3. Non-warranty service pricing shall be negotiated .....  
.....  
..... .











18.4.3 .....  
 .....  
 ;

**19. Change of Control**

19.1. ....  
 .....  
 .....  
 .... .

19.2. .... , .....  
 .....  
 .....  
 .... .

19.3. .... , .....  
 .....  
 .... .

19.4. The Manufacturer agrees that this provision is fair.

**20. Assignment**

20.1. .... , ..... , ..... - ..... , ..... ,  
 .....  
 .....  
 .... .

OR

20.2. ....  
 .....  
 ..... , .....  
 .....  
 .....  
 .... .

OR

20.3. ....  
 ....













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

## **Schedule 2: Standards**

## **Schedule 3: Packaging and labelling**



# Explanatory notes:

**Manufacturing agreement: customer side; short version**

## General notes:

1. This contract is drawn as a comparatively short version. A different Net Lawman contract is available if your counter-party is in a different country or you simply need more detail that this short version does not cover. In any event you should consider carefully each [REDACTED].

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## 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 [REDACTED].

Please read the general notes sent along with [REDACTED].









.....

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

### Schedule 2 Standards

These could be international engineering standards, or specification of cloth to be used, ..... , .....  
..... ( .....  
..... ). .....  
..... , .....  
.....

### Schedule 3 Packaging and labelling

Specify fully.

**End of notes**