

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 [] [] . [] :

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 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, ■■■■■■■■■■ , ■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■

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2.8. The words “without limitation” shall be deemed to follow any use of the words “ ” “ ”

2.9. All money sums mentioned in this agreement are calculated net of GST, which

2.10. This agreement and its schedules / attachments are to be taken together so as to give effect to all of them as far as possible with each document helping to interpret the others. But if there is any conflict or
.....,

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

3. Entire agreement

3.1. This agreement contains the entire
.....

3.2. Conditions, warranties or other terms implied by
.....

3.3. Each Party acknowledges that, in entering into this agreement,
.....,

3.4. As an exception to the last
..... :

[Enter list
.....]

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
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23.2.4
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24. Indemnity by the Manufacturer

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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
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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
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CIP – Carriage and Insurance Paid to

