

IN-COMmfg08

## **Manufacturing contract: manufacturer side; short version**

**[ABC Pvt Ltd]**

**And**

**[DEF Pvt Ltd]**

**Dated: [Date]**

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....., .....

### 3. Entire agreement

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

3.2. Each party acknowledges that, in entering into this agreement, .....  
....., ....., .....  
.....

3.3. As an exception to the last ..... , ..... :  
..... :

*[Enter list* .....  
.....].

### 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 .....  
.....  
.....  
..... ;

4.2. it has power to enter ..... [ .....  
..... ].

4.3. it is not insolvent and knows of no circumstance which would .....  
.....  
.....

4.4. *it has taken out a policy* .....  
..... [ ..... ].

### 5. Manufacturer's warranties

The Manufacturer warrants that:











The above provisions apply even if such .....  
.....  
..... .

13.3. Except in the case of death or personal injury, the total liability of the Manufacturer under ....., ....., ..... [ 100 , 000 ]. ....., ..... .

13.4. The Manufacturer is not ..... :  
..... :

13.4.1 the Product ..... ;

13.4.2 the Product that has been ..... ;

13.4.3 the model or serial number ..... , ..... , ..... .

## 14. Use of sub-contractors

.....  
..... - ..... :

14.1. ..... - ..... .

14.2. ..... ;

14.3. ..... - ..... , ..... [ ..... ] .

## 15. Defective Product returned

.....  
..... .





This agreement may be terminated:

17.1. by mutual agreement on an agreed date.

17.2. [ ] .

17.3. [ ] [ / ].

17.4. , :  
:  
:

17.4.1 30 ;

17.4.2 ( ).

17.4.3 ;

18. Indemnities

18.1. , , .

18.2. , , .











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

## **Schedule 2: Standards**

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









.....  
.....

**12. Manufacturer's 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 .....  
.....  
....., ..... .  
.....

**13. Limitation of liability**

This is powerful protection for the manufacturer. It is usual to have some limit in an agreement of ....., ....., .....  
....., ....., .....

**14. Use of sub-contractors**

This paragraph gives you control .....

Delete if not required.

**15. Defective Product returned**

We have provided a sound arrangement .....  
....., .....  
.....

**16. Confidential Information**

We have given you a very full .....  
.....  
.....

**17. Duration and termination**

It really does not matter how you want to end .....  
.....  
..... -  
.....

Leave the insolvency provisions. As .....  
....., .....  
.....

**18. Indemnities**



