NZ-COMmfg01

Development and manufacturing agreement: customer version

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This agreement is dated [date] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

[Champion Bikes Ltd], a company incorporated in New Zealand [under company number [number] and] ■ [■ ■ ■ ■ ■ ■ ■ ■] ("[■ ■ ■ ■]");

and

[Wheely Makers Ltd], a company incorporated in New Zealand [under company number [number] and] ■ [■ ■ ■ ■ ■ ■ ■ ■] ("[■ ■ ■ ■]").

Background:

A. [Champion] is a designer, manufacturer and merchant of high performance cycle wheels. [Wheely] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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 is reasonably necessary to disclose to a customer or other person in the usual course of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	■ ■ ■

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 [redacted] , [redacted] , [redacted] - [redacted] .

2.4. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [redacted] . [redacted] .

2.5. the headings to the paragraphs and schedules to this agreement are inserted for convenience [redacted] .

2.6. any agreement by a party not to do or omit to do something includes an obligation not to allow some [redacted] .

2.7. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted] .

2.8. the words "without limitation" shall be deemed to follow any use of the words " [redacted] " [redacted] " [redacted] " [redacted] .

2.9. all money sums mentioned in this agreement are calculated net of GST, which [redacted] .

2.10. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted] , [redacted] .

3. Entire agreement

3.1. This agreement contains the entire agreement between the parties and supersedes all [redacted] .

3.2. Conditions, warranties or other terms implied by statute or common law in any country are excluded from [redacted] .

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3.3. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information ■ ■ ■

5.2. it is not aware of anything within its reasonable control which might or will adversely affect ■ ■ ■

[redacted].

7.2. [Periodically / once each month], [[Champion] / [Wheely]] shall [redacted] [[redacted]] [redacted].

7.3. The representative of a party at a design review meeting shall be a person with [redacted]. [redacted], [redacted] [redacted].

7.4. Either party may change the authorised [redacted] [[redacted]] [redacted].

7.5. [Wheely] will provide a competent manager, [redacted] [[redacted]] [redacted].

7.6. So far as [Champion] suggests changes [redacted], [[redacted]] [redacted].

7.7. After each change to any part of the design or process, [[redacted]] [redacted] [7] [redacted].

8. Product design testing

8.1. [Wheely] shall test [redacted], [redacted].

8.2. So far as any Standard requires third [redacted] / [redacted], [[redacted]] [redacted].

8.3. [Champion] shall be responsible for obtaining whatever regulatory and [redacted] / [redacted]

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[redacted].

8.4. [Wheely] shall assist [Champion] [redacted], [redacted].

8.5. If at any stage of design or production, a Product [redacted] [redacted], [redacted] [redacted] [redacted] [redacted].

8.6. After receiving such notice, [Wheely] will [redacted] [30] [redacted] - [redacted] [redacted] / [redacted] [redacted]].

8.7. All cost relating in any way to obtaining Standard verification and certification shall [redacted] [redacted]. [redacted] [redacted] [redacted] [redacted].

8.8. Test data and results shall [redacted] [redacted] [redacted] [redacted].

8.9. Test data, reports and correspondence [redacted] [redacted].

9. Setup costs

9.1. The costs of tools and equipment required [redacted] [redacted] [redacted] 5 .

9.2. [Champion] has approved the list and [redacted] - [redacted] [redacted] [redacted].

9.3. [Champion] shall buy, [redacted].

OR

9.4. [Wheely] [redacted].

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10. Production specification and materials coverage

10.1. The materials specification as finally recorded [redacted] [[redacted]].

10.2. [Scrap / trimmings / [redacted] / [redacted]] [redacted] [[redacted]].

10.3. [Wheely] shall from time to time obtain arm's length, market prices for [scrap / trimmings / offcuts / [redacted]] [redacted] [[redacted]] [redacted] . [redacted] [[redacted]], [[redacted]] [redacted] [[redacted] / [redacted]] [redacted] , [redacted] [[redacted]] [redacted] [[redacted]].

11. Payment for Product development

[Champion] [redacted] [[redacted]] [redacted] :

11.1. at acceptance by [[redacted]] [redacted] $ [00 , 000]

11.2. at acceptance by [[redacted]] [redacted] $ [00 , 000]

11.3. after receiving certificate of [redacted] . $ [00 , 000]

12. Design price and payment

12.1. Wherever a payment obligation is specified in this [redacted] , [[redacted]] [redacted] [[redacted]] [redacted] [[redacted]] [redacted] .

12.2. After acceptance by [Champion] of the [redacted] , [[redacted]] [redacted] [[redacted]] [redacted] $ [00 , 000].

OR

12.3. For development and testing, [Champion] shall pay [Wheely] [redacted] 1 , [redacted] .

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12.4. For all work before commencement of commercial production, [Champion] [redacted] [1 . 5] [redacted] [1 . 9] [redacted].

12.5. In calculating the cost of materials:

12.5.1 cost shall include all costs [redacted] [[redacted]] 's [redacted];

12.5.2 cost shall be [redacted];

12.5.3 materials shall include bought-in raw materials plus whatever spare parts, [redacted], [redacted] [[redacted]] [redacted] [[redacted]] [redacted].

12.6. In calculating the cost of labour:

12.6.1 all production cost shall be included;

12.6.2 the design team [redacted] [[redacted]] [redacted].

12.6.3 a fixed sum of $ [[redacted]] [redacted], [redacted] - [redacted].

13. Production price

13.1. When [Champion] has accepted the completion of the design and orders the Product in a [redacted] [100], [redacted] [[redacted]] [redacted]. [redacted].

13.2. The price payable by [[redacted]] [redacted]:

For the first [1000] units	$ [number]
For the next [5000] units	$ [number]
For each additional unit	$ [number]

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13.3. The price shall be increased on the first [redacted] [[redacted] ([redacted])].

13.4. If [Champion] requires delivery to some place other than [[redacted]], [redacted] [[redacted]] [redacted] [[redacted]]

14. Payment terms

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

14.2. A payment by [Champion] does not imply [redacted] [[redacted]] [redacted] .

15. Packaging and delivery

15.1. Each Product shall be marked [redacted] 6 .

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

15.3. Delivery shall be made to [redacted] [[redacted] / [redacted] / [redacted]] [redacted] 8 .

OR

15.4. Deliveries will be made by [redacted] [[redacted]] 's [redacted] .

15.5. If [Wheely] is not able to deliver the Product within [30] [redacted] [[redacted]] 's [redacted] , [[redacted]] [redacted] [[redacted]] [redacted] - [redacted] .

15.6. 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 delivery is [redacted] . [redacted]

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[redacted] [redacted] . [redacted] , [redacted] [redacted] [redacted] [redacted] [redacted] 's [redacted] .

15.7. Signing "Unchecked", " [redacted] " [redacted] .

15.8. [Products are sent by courier. [Wheely] will [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] 's [redacted]].

15.9. If [Wheely] agrees with [Champion] to deliver on a particular day or at a particular time, [Wheely] [redacted] . [redacted] . [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] - [redacted] .

15.10. Time for delivery specified on the order, if [redacted] , [redacted] . [redacted] [redacted] .

OR

15.11. Delivery time [redacted] .

16. Transportation

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

16.1. The following Incoterms [redacted] :

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

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

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

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

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

16.1.6 DAP [named [redacted], [redacted]] [redacted]® 2020
.

16.1.7 DDP[named [redacted], [redacted]] [redacted]® 2020
.

16.1.8 FAS [named [redacted], [redacted]] [redacted]® 2020
.

16.1.9 FOB [named [redacted], [redacted]] [redacted]® 2020
.

16.1.10 CFR [named [redacted], [redacted]] [redacted]® 2020
.

16.1.11 CIF [named [redacted], [redacted]] [redacted]® 2020
.

16.2. All rights, obligations, [redacted].

16.3. Unless otherwise agreed in this agreement so far [redacted], [redacted] [[redacted]].

17. Taxes

17.1. This paragraph relates to all sales, transfer and other taxes or import duty (“Tax”) imposed on [[redacted]] [redacted], [redacted], [redacted], [redacted]. [redacted].

17.2. Insofar as any Tax is recoverable or can [redacted], [redacted].

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17.3. Tax shall be stated separately on [Wheely]'s invoices, collected [redacted] [[redacted]] [redacted] [[redacted]] [redacted], [redacted] [[redacted]] [redacted].

17.4. [Wheely] will indemnify [Champion] against [[redacted]]'s [redacted].

17.5. Wherever any sum is chargeable by [Wheely] to [Champion] for services based [redacted], [[redacted]] [redacted], [redacted] [[redacted]] [redacted], [redacted].

17.6. In any case where [Champion] is prohibited by law from making a payment to [Wheely] without first withholding tax from that [redacted], [redacted], [redacted] [[redacted]] [redacted] [[redacted]] [redacted]. [[redacted]] [redacted] [[redacted]] [redacted].

18. Visitors

18.1. [Wheely] agrees to host visits by customers of [Champion] or other people [redacted] [[redacted]] [redacted], [redacted]. [redacted]. [redacted] [[redacted]] [redacted].

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

18.3. [Champion] undertakes to inform every visitor [redacted], [redacted].

18.4. [Champion] must make [redacted] [[redacted]]'s [redacted].

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19. On site audits

19.1. On notice of at least [seven] days, [Champion]'s representative, its partners, financial supporters and its customers may attend at [[redacted]]'s [redacted] [[redacted]]'s [redacted]. [[redacted]] [redacted], [redacted].

19.2. On notice of at least [seven] days, [Champion] and/or any professional advisor may attend at any of [[redacted]]'s [redacted], [redacted], [redacted]. [redacted], [redacted] [[redacted]]'s [redacted].

OR

19.3. The parties agree that within [number] days after the end of each period of [six] month, based on the financial year of [[Wheely] / [[redacted]]], [[redacted]] [redacted], [redacted] [[redacted]]'s [redacted]. [redacted] [[redacted]]'s [redacted]. [[redacted]] [redacted].

AND

19.4. The auditor shall be instructed not to disclose to [[redacted]] [redacted] [[redacted]] [redacted].

19.5. The provisions of this paragraph apply equally to any sub-[redacted] [[redacted]]. [[redacted]] [redacted]-[redacted].

19.6. If any discrepancy is found in [redacted], [redacted] [[redacted]] [redacted].

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20. Defective Product returned

These provisions apply in the event ■ ■ ■ ■ [■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

20.1. [Wheely] will ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted], [redacted] [redacted], [redacted] 2 [redacted] [redacted] [redacted].

22.2. From the date of the first delivery of the Products to [Champion], [redacted] [24] [redacted], [redacted] [redacted].

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

OR

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

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

23. Use of sub-contractors

[Wheely] shall not sub- [redacted].

OR

[Wheely] may perform any [redacted] - [redacted]:

23.1. [Wheely] first obtains the written consent of [Champion] [redacted] - [redacted]. [redacted] [redacted].

OR

23.2. [Wheely] must first obtain the written consent [redacted] [redacted] [redacted] - [redacted];

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23.3. [Wheely] [redacted];

23.4. [Wheely] indemnifies [Champion] fully against [redacted].

23.5. So far as work under this [redacted], [redacted] [redacted].

24. Confidential Information

24.1. The parties are aware that, as a result of this agreement, they will each have access to and be entrusted with Confidential Information of the other. All Confidential Information and other data, [redacted]:

24.1.1 except as provided in this [redacted], [redacted];

24.1.2 [redacted];

24.1.3 [redacted] ([redacted]) [redacted].

24.1.4 [redacted].

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24.1.5 [redacted]
.

24.2. This paragraph does not apply to disclosure:

24.2.1 [redacted].

24.2.2 [redacted].

24.2.3 [redacted]; [redacted], [redacted], [redacted], [redacted], [redacted].

24.2.4 [redacted].

24.2.5 [redacted]. [redacted]
[redacted].

24.3. [redacted]
.

24.4. [redacted].

24.5. [redacted], [redacted]-[redacted]
[redacted].

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25. “Work made for hire”

25.1. [■■■■]■■■■

[redacted], [redacted] - [redacted], [redacted] - [redacted], [redacted], [redacted], [redacted] ([redacted] - [redacted]) [redacted] [redacted].

27. New IP

[redacted] [redacted], [redacted].

27.1. [redacted], [redacted], [redacted] [redacted], [redacted], [redacted], [redacted] [redacted]:

27.1.1 [redacted] [redacted] [redacted] [redacted] [redacted];

27.1.2 [redacted] [redacted] [redacted] [redacted] [redacted];

27.1.3 [redacted] [redacted] [redacted];

27.2. [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted].

27.3. [redacted] [redacted] [redacted] [redacted] [redacted]'s [redacted], [redacted], [redacted] [redacted]'s [redacted]. [redacted], [redacted]. [redacted] [redacted]'s [redacted].

27.4. [redacted].

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28. Protection of Intellectual Property

[redacted] "[redacted]" [redacted] [[redacted]]'s [redacted].

[[redacted]] [redacted] [[redacted]] [redacted]:

28.1. [redacted] [[redacted]] [redacted] [[redacted]] [redacted];

28.2. [redacted] [[redacted]] [redacted] - [redacted];

28.3. [redacted] - [redacted];

28.4. [redacted], [redacted] [[redacted]] [redacted] [[redacted]].

28.5. [redacted] [[redacted]] [redacted] [[redacted]]'s [redacted];

28.6. [redacted] [[redacted]] [redacted], [redacted], [redacted], [redacted] [[redacted]];

28.7. [redacted], [redacted] [[redacted]];

28.8. [redacted] [[redacted]] [redacted] [[redacted]]'s [redacted].

28.9. [redacted].

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28.10. [redacted] , [redacted] :

28.10.1 [redacted] [[redacted]] [redacted] , [redacted] , [redacted] , [redacted] ;

28.10.2 [redacted] [[redacted]] ’s [redacted] .

29. Third party infringement

29.1. [redacted] , [redacted] .

29.2. [[redacted]] [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

29.3. [[redacted]] [redacted] [[redacted]] [redacted] [28] [redacted] , [redacted] .

29.4. [[redacted]] [redacted] - [redacted] [[redacted]] [redacted] [[redacted]] [redacted] . [redacted] - [redacted] , [redacted] [[redacted]] [redacted] .

29.5. [redacted] [[redacted]] [redacted] - [redacted] [[redacted]] [redacted] [[redacted]] [redacted] .

29.6. [[redacted]] [redacted] , [redacted] .

29.7. [[redacted]] [redacted] [[redacted]] [redacted] [[redacted]] 's [redacted]

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[redacted]

29.8. [redacted]

29.9. [redacted]

29.10. [redacted]

29.11. [redacted]

30. Duration and termination

This agreement may be terminated:

30.1. by mutual agreement on an agreed date.

30.2. [redacted]

30.3. [redacted]

30.4. [redacted]

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[redacted]:

30.4.1 [redacted] 30 [redacted]; [redacted]

30.4.2 [redacted], [redacted], [redacted] ([redacted]).

30.4.3 [redacted];

31. Change of Control

31.1. [redacted] [redacted] [redacted].

31.2. [redacted] [redacted], [redacted] [redacted].

31.3. [redacted], [redacted] [redacted].

31.4. [redacted] [redacted].

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32. Publicity / Announcements

32.1. [redacted].

OR

32.2. Neither party shall:

32.2.1 make any public announcement; or

32.2.2 disclose any information; or

32.2.3 [redacted];

[redacted]. [redacted], [redacted] [redacted].

OR

32.3. [redacted] 7, [redacted].

33. Assignment

33.1. [redacted], [redacted], [redacted]-[redacted], [redacted], [redacted].

OR

33.2. [redacted], [redacted] [redacted].

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OR

33.3. [redacted]:

33.3.1 [redacted]

33.3.2 [redacted]

33.3.3 [redacted]

33.3.4 [redacted].

34. Indemnity by [Wheely]

34.1. [redacted]

34.2. [redacted]:

34.2.1 [redacted];

34.2.2 [redacted];

34.2.3 [redacted];

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34.3. ■■■■■■■■■ (■■■■■■■■■

36.4. [redacted] - [redacted].

36.5. [redacted], [redacted] [. . . . . [redacted]];

36.6. [redacted];

36.7. [redacted], [redacted] [30] [redacted], [[redacted]] [redacted].

36.8. [redacted].

37. Miscellaneous matters

37.1. [redacted], [redacted].

37.2. [redacted].

37.3. [redacted], [redacted], [redacted].

37.4. [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

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37.5. [redacted].

37.6. [redacted].

37.7. [redacted], [redacted].

37.8. [redacted].

37.9. [redacted] - [redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted] - [redacted] - [redacted]: [redacted] 24 [redacted] - [redacted]. [[redacted] - [redacted]. [redacted], [redacted]].

37.10. [redacted], [redacted].

37.11. [redacted], [redacted] 2017 [redacted], [redacted]

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[redacted]

37.12. [redacted]

37.13. [redacted]

37.14. [redacted]

Signed by [personal name] on behalf of [Champion Bikes Ltd] as its representative who personally accepts liability for the proper authorisation by [Champion Bikes Ltd] to enter into this agreement.

Signed by [personal name] on behalf of [Wheely Makers Ltd] as its representative who personally accepts liability for the proper authorisation by [Wheely Makers Ltd] to enter into this agreement.

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Schedule 1: Detailed specification and phases

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Schedule 2: Services: end user service specification

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Schedule 3: Standards

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Schedule 4: Example purchase order

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Schedule 5: List of setup tools and equipment

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Schedule 6: Packaging and labelling

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Schedule 7: Press release

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Schedule 8: Delivery locations

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Explanatory notes:

Development and manufacturing agreement: customer version

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 ■ ■ ■

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose. ■ ■ ■

10. Production specification and materials coverage

Replace our words by those better suited to your industry and the arrangements ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

11. Payment for Product development

Product development is usually paid for based either on cost plus uplift or fee for reaching milestones. We have provided later for payment based on cost plus uplift. You can also copy and paste that here as an alternative. This text provides for very simple ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted]. [redacted] 2020 , [redacted]:

https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/

Incoterms are not legally binding, unless they are incorporated into an agreement by express reference to the specific Incoterm. We have worded Incoterms in this paragraph prescribed by the International [redacted]. [redacted].

Below is a basic summary [redacted].

The rules defined by Incoterms 2020 for [redacted] ([redacted]) [redacted]:

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 [redacted]. [redacted], [redacted]. [redacted], [redacted].

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 [redacted], [redacted]. [redacted]. [redacted]

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■ ■ ■

FOB – Free on Board

The seller is responsible for loading the goods on board the vessel nominated by the buyer. . The seller must [redacted] . . .

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 . [redacted] , [redacted] . [redacted] .

CIF – Cost, Insurance and Freight

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

17. Taxes

This paragraph is relevant only to export orders. A basis of taxation can change at the whim of a government. Because you can never know exactly what tax may be charged nor how it will be collected, [redacted] , [redacted] , [redacted] . [redacted] .

18. Visitors

A framework of practical business provisions. Customers or suppliers will be allowed for a visit during the production and manufacturing process. [redacted] , [redacted] . [redacted] .

19. On site audits

See last note. The same applies.

Edit as you require. We have provided alternatives of [redacted] .

20. Defective Product returned

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We have provided a sound arrangement but this is a commercial provision, [redacted] .

21. [Wheely]'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 [redacted] , [redacted] . [redacted] .

22. [Wheely]'s Service provision

We have provided for manufacturer to service the product which is the subject matter of this deal. Details of the service provision, if [redacted] , [redacted] . [redacted] . [redacted] .

23. Use of sub-contractors

A framework of practical business provisions. Edit as you require. This [redacted] - [redacted] .

24. Confidential Information

We have given you a very full provision suitable for manufacturing a technical product requiring [redacted] . [redacted] .

25. "Work made for hire"

There is a fundamental principle of law that I own whatever original work I create. This is easy to apply to copyright, but far harder when it comes to items of intellectual property [redacted] . [redacted] , [redacted] , [redacted] , [redacted] " [redacted] " [redacted] . [redacted] .

This concept is inconvenient for you when you pay someone specifically to write code, draft maps or produce products. Different countries have taken different approaches to the subject. In the USA, I can [redacted] . " [redacted] " [redacted] 1976 , [redacted]

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[redacted], [redacted]. [redacted] "[redacted]" [redacted]. [redacted] . [redacted], [redacted] [redacted].

An important point of contract law also appears in this paragraph. [redacted] "[redacted]" [redacted]; [redacted]. [redacted] .

We suggest leave it as is.

26. Existing Intellectual Property

Depending on the value and extent of the [redacted], [redacted]. [redacted] [redacted].

27. New IP

This is another area on which much litigation is based. At the start, both [redacted]. [redacted]. [redacted]-[redacted], [redacted]. [redacted] [redacted]?

28. Protection of Intellectual Property

If you fail to protect your IP, someone will steal it. They may just steal it at the edges, or they may [redacted]. [redacted], [redacted]. [redacted], [redacted]. [redacted]. [redacted]. [redacted]. [redacted] [redacted].

29. Third party infringement

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Who sues? You need to be [redacted] 50 % [redacted].

30. Duration and termination

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

Leave the insolvency provisions. As soon as there is any involvement [redacted] - [redacted], [redacted], [redacted].

31. Change of Control

This draconian provision helps you to avoid the transfer of [redacted], [redacted] - [redacted].

32. Publicity / Announcements

We advise that publicity [redacted], [redacted] “ [redacted] ”.

33. Assignment

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

34. Indemnity by [Wheely]

A useful [redacted]. [redacted].

35. Damages not adequate

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

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[redacted]

36. Uncontrollable events

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

37. Miscellaneous matters

A number of special points. We have identified each of these as important to [redacted]

These are just [redacted]

Dispute resolution

There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long [redacted]

Schedule 1 Detailed specification and phases

The schedules may be “typed in” or be contained in some document [redacted]

Schedule 2 Services: end user service specification

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We have no comment.

Schedule 3 Standards

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

Schedule 4 Example purchase order

This schedule is worth including in [redacted]. [redacted], [redacted], [redacted], [redacted].

Schedule 5 List of setup tools and equipment

This should [redacted].

Schedule 6 Packaging and labelling

Specify fully.

Schedule 7 Press release

We have no comment.

Schedule 8 List of delivery locations

Specify fully.

End of notes

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