

NZ-COMmfg01

## **Development and manufacturing agreement: customer version**



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

[ABC Ltd], a company incorporated in New Zealand, Company Number/NZBN [number] whose registered ■■■■■■■■■■■■ [■■■■■■■■■■] (■■■■■ “■■■ ■■”);

and

[DEF Ltd], a company incorporated in New Zealand, Company Number/NZBN [number] whose registered ■■■■■■■■■■■■ [■■■■■■■■■■] (■■■■■ “■■■ ■■”).

### Background:

- A. The Client is a designer, manufacturer and merchant of high performance cycle wheels. The Manufacturer is ■■■■■■■■■■■■ ■■■■■■■■■■■■ .
- B. The Client and 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 Know-how and all ■■■■■■■■■■■■ ■■■■■■■■■■■■ ;







concepts, ideas, designs, inventions,  
improvements, discoveries, data, processes,  
methods, techniques, Know-how, and  
information,

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■  
■  
■ ■ ■ ■ .

[illegible][illegible][illegible]

means end user service specification as ■ ■ ■ ■ ■  
 ■ ■ ■ ■ ■ ■ 2 .

means the agreed specification of work to manufacture the Product ■■■■■■■■■■  
■■■■■■■■■ 1 .

means the standards, protocols and regulatory requirements as ■■■■■■■■■■■■■■■■■■■■ 3.

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







- 3.2. Conditions, warranties or other terms implied by statute or common law in any country are excluded from [REDACTED].
- 3.3. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information [REDACTED].
- 3.4. As an exception to the last previous sub paragraph, the parties do rely [REDACTED]:
- [Enter list of other docs and dates [REDACTED]].

#### 4. Client's warranties

The Client warrants that:

- [illegible]

## 5. Manufacturer's warranties

The Manufacturer warrants that:

- [illegible]







## 7. Representative liaison and design reviews

- [illegible]

## 8. Product design testing

- [illegible]



- 8.3. The Client shall be responsible for obtaining whatever regulatory and [REDACTED] / [REDACTED].
- 8.4. The Manufacturer shall assist the Client [REDACTED], [REDACTED].
- 8.5. If at any stage of design or production, a [REDACTED], [REDACTED].
- 8.6. After receiving such notice, the Manufacturer will within [ 30 ] [REDACTED] - [REDACTED] [REDACTED] / [REDACTED].
- 8.7. All cost relating in any way to obtaining Standard verification and certification [REDACTED].
- 8.8. Test data and results shall [REDACTED].
- 8.9. Test data, reports and correspondence [REDACTED].

## 9. Setup costs

- [illegible]

OR



9.4. The Manufacturer shall .....  
.....

## 10. Production specification and materials coverage

10.1. The materials specification as finally recorded .....  
.....  
.....

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

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

## 11. Payment for Product development

The Client shall pay the Manufacturer as follows:

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

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

11.3. after receiving certificate ..... \$ [ 00 , 000 ]

## 12. Design price and payment

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

12.2. After acceptance by the Client of the ..... , .....  
..... \$ [ 00 , 000 ].

OR

12.3. For development and testing, the Client shall pay the Manufacturer .....  
.....







For each additional unit

\$(number)

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

13.4. If the Client requires delivery to someplace other than [ ], [ ]  
[ ] [ ]  
[ ] [ ] [ ]

## 14. Payment terms

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

14.2. A payment by the Client does not imply [ ]  
[ ]  
[ ] .

## 15. Packaging and delivery

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

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

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

OR

15.4. Deliveries will be made [ ]  
[ ] .

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



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 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

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

15.8. [Products are sent by courier. the Manufacturer [REDACTED]  
[REDACTED]  
[REDACTED]].

15.9. If the parties agree to deliver on a particular day or at a particular time, the Manufacturer will do [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] - [REDACTED].

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

OR

15.11. Delivery time [REDACTED].

## 16. Transportation

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

16.1. The following Incoterms [REDACTED]  
[REDACTED]:

16.1.1 EXW [named [REDACTED], [REDACTED]] [REDACTED] ©  
2020 .











[illegible]

## 19. On site audits

[illegible]

19.2. On notice of at least [seven] days, the Client and/or any professional advisor may attend at any \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ . \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ .

*OR*

[illegible]

AND

[illegible]

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







## 22. Manufacturer's Service provision

22.1. The Services are listed in Schedule 2. Before submitting the first order to the Manufacturer ■■■■■■■■■■ 100 ■■■■■■■■■■  
■■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■  
■■■ 2 ■■■■■■■■■■  
■■■■■■■■■■

.

[illegible]

22.3. The price payable by .

*OR*

22.4. The price payable by [ ]

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

## 23. Use of sub-contractors

The Manufacturer shall not sub-

*OR*

The Manufacturer may perform any or \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ :

[illegible]



OR

[illegible][illegible]

23.4. The Manufacturer indemnifies the Client fully against any

23.5. So far as work under this ■■■■■■■■■■ - ■■■■■■■■■■  
■■■, ■■■■■■■■■■ [■■■■].

## 24. Confidential Information

[illegible][illegible][illegible]

24.1.3  $\left( \begin{matrix} \text{---} \\ \text{---} \\ \text{---} \\ \text{---} \end{matrix} \right) \begin{matrix} \text{---} \\ \text{---} \\ \text{---} \\ \text{---} \end{matrix}$
















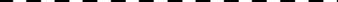








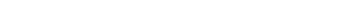








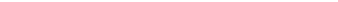














































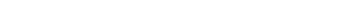








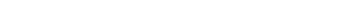








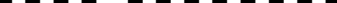























## 25. “Work made for hire”

[illegible]

25.2.                                                                                                                    

[illegible][illegible]

## 26. Existing Intellectual Property

[illegible][illegible][illegible][illegible][illegible]







## 28. Protection of Intellectual Property

[illegible]

.....  
 ..... [ ] .....

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

**28.8.**

[illegible]




[illegible][illegible]



[illegible][illegible]



[illegible]

30.4.3 

[illegible][illegible]

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## 32. Publicity / Announcements

[illegible]

OR

32.2. Neither party shall:

32.2.1 make any public announcement; or

32.2.2 disclose any information; or

[illegible]

.....  
 .....  
 .....  
 .....  
 .....  
 .....

OR

[illegible]

### 33. Assignment

[illegible]

OR



















[illegible]



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



## **Schedule 2: Services: end user service specification**



## **Schedule 3: Standards**



## **Schedule 4: Example purchase order**



## **Schedule 5: List of setup tools and equipment**



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



## **Schedule 7: Press release**



## **Schedule 8: Delivery locations**



## Explanatory notes:

## Development and manufacturing agreement: customer version

## General notes

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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 ■■■■■■  
■■■■■■■■■■■■■■■■■■■■.

Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ ■ .

Here we have provided a very full menu of items to cover in “Confidential Information”. Depending on your business,

████████████████████  
██████████

If your counter-party is in New Zealand, you may decide to remove or abbreviate the lists in “Intellectual Property”. We have included them, first to







## 6. Scope of work

[illegible]

## 7. Representative liaison and design reviews

The provision for representative liaison should be re-written to reflect the precise arrangements proposed. Regular review meetings ■■■■■■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

By all means edit as you require.

## 8. Product design testing

[illegible]

## 9. Setup costs

A framework of practical business provisions. Edit ■■■■■■■■■■.

## 10. Production specification and materials coverage

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

## 11. Payment for Product development

[illegible]

## 12. Design price and payment

A framework of practical business provisions. Edit ■■■■■■■■■■.

### 13. Production price

[illegible]

## 14. Payment terms

Self explanatory provision. By all means edit ■■■■■■■■■■.



## 15. Packaging and delivery

[illegible]

## 16. Transportation

This and the following paragraph are relevant only to export ■■■■ . ■■■■  
■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■ .

We have left the mode of transport open. We strongly advise that you use an Incoterm because delivery, risks and costs are considered critical points in a sale contract cross the border. Parties to a contract are often unaware that there are different trading practices in their respective countries, for example FOB for an American company

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

[illegible]

Below is a basic summary ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

The seven rules defined by Incoterms 2020 for **EXW (EX Works)** **EXW (EX Works)** :

## 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 destination.



























## Schedule 1 Detailed specification and phases

## Schedule 2 Services: end user service specification

## Schedule 3 Standards

### Schedule 4 Example purchase order

### Schedule 5 List of setup tools and equipment

## Schedule 6 Packaging and labelling

## Schedule 7 Press release

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## **Schedule 8 List of delivery locations**

Specify fully.

**End of notes**