NZ-COMmfg03

Prototype development agreement

[Name of party 1]

And

[Name of party 2]

Dated: [Date]

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

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

and

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

Background:

A. Champion is a designer, manufacturer and merchant of high performance cycles. Wheely is a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

information about employees, their performance and [redacted],

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer [redacted], [redacted], [redacted], [redacted];

information about the Intellectual Property, the Know-how and all [redacted];

information created or arising from this agreement;

information owned by a third party and in respect of which a party [redacted]-[redacted].

information, comment or implication published on [redacted].

data or information relating to pre-clinical and clinical trial results, processes, formulae, procedures, designs, drawings, apparatus, [redacted], [redacted], [redacted];

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course [redacted].

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

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"Incoterm" means latest version of pre-defined commercial rules of international trade published by [redacted] 2020 ..

"Intellectual Property" means intellectual property of every sort,whether or not registered or registrable in any country, including [redacted];

and including:

patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, know-how, creations and inventions, moral rights, together with all rights [redacted].

concepts, ideas, designs, inventions, improvements, discoveries, data, processes, methods, techniques, know-how, and information, [redacted] [[redacted]] [redacted].

"Know-how" means scientific or technical information, and other procedures and ways of working and organising [redacted].

"Licensed Material" means Intellectual Property and machines, prototypes, models, finished goods, and all other tangible and intangible things which are now or may in future [redacted] , [redacted] , [redacted].

"Party" means one of the parties to this agreement, [redacted].

"Product" means the Super Fizz Wheel or any other product which supersedes [redacted].

"Project" means the work to be done under the [redacted].

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"Specification"	means the detailed specification set out [redacted] 1 .
"Stage"	means one of a series of stages in making Prototypes of the Product, [redacted] .
"Standards"	means the standards, protocols and regulatory requirements as [redacted] 2 .

2. Interpretation

This agreement shall be interpreted as [redacted] .

2.1 A reference to a person includes a human individual, a corporate entity and any organisation [redacted] .

2.2 In connection with any benefit given by this agreement, a reference to a Party includes [redacted] , [redacted] .

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 Party not to do or omit to do something includes an obligation not to allow some other [redacted] .

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

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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 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 [redacted], [redacted].

2.11 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 translation of this agreement in any other language, the English language version shall prevail. If a version of [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 [redacted].

3.3 Each Party acknowledges that, in entering into this agreement, he 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. Champion’s warranties

Champion warrants that:

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4.1 Champion is either the owner of the entire right, title and interest in and to [redacted];

4.2 use of the Licensed [redacted];

4.3 it has power to enter [redacted] [[redacted]].

4.4 it is not insolvent and knows of no circumstance which would [redacted].

4.5 it has taken out a policy [redacted] $ [[redacted]].

5. Wheely's warranties

Wheely warrants that:

5.1 it is a registered [what, if any?] and is certified to ISO [9001] [redacted] [[redacted] 12345] [redacted] [28] [redacted], [redacted].

5.2 it is not aware of anything within [redacted].

5.3 it has the necessary experience, all necessary [redacted], [redacted], [redacted].

5.4 it is not a party to any other [redacted], [redacted], [redacted].

5.5 it has taken out a policy [redacted] $ [[redacted]].

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6. Scope of work

Wheely shall:

6.1 complete the design of the Product.

6.2 prepare a series [redacted].

6.3 for each Prototype Stage, [redacted].

6.4 complete the [redacted].

7. Representative liaison and design reviews

7.1 With effect from today Wheely and Champion will each nominate a representative who will be [redacted].

7.2 At completion of each Stage, Wheely shall call a design review [redacted].

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

7.4 If Champion fails to attend a design review meeting after notice of [redacted] [[redacted]] [redacted], [redacted].

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

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

8. Product design testing

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

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

8.3 All cost relating in any way to obtaining Standard verification and [redacted] . [redacted] - [redacted] .

8.4 Test data and results provided to [redacted] .

8.5 If at any stage of development, a Product [redacted] , [redacted] .

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

8.7 Test data, reports and [redacted] .

9. Regulatory approvals

9.1 Champion shall be responsible for obtaining whatever regulatory and other governmental [redacted] / [redacted] .

9.2 Wheely shall assist Champion in [redacted] , [redacted] .

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10. Setup costs

10.1 The costs of tools and [redacted] 3 .

10.2 Champion has approved the list and will [redacted] - [redacted] , [redacted] .

10.3 Champion shall buy, [redacted] .

OR

10.4 Wheely shall [redacted] .

11. Design price and payment

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

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

11.3 The rate of payment shall be:

11.3.1 For work to completion of Stage 1: [1 . 5] [redacted] [1 . 9] [redacted] .

11.3.2 For work to completion of Stage 2: [1 . 5] [redacted] [1 . 9] [redacted] .

11.3.3 For work to completion of Stage 3: [1 . 5] [redacted] [1 . 9] [redacted] .

[Continue or substitute alternative method of payment]

11.4 In calculating the cost of materials:

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11.4.1 cost shall include all [redacted];

11.4.2 cost shall be [redacted];

11.4.3 materials shall include bought-in raw materials plus whatever finished parts, [redacted], [redacted], [redacted].

11.5 In calculating the cost of labour:

11.5.1 all production cost shall be included;

11.5.2 the design team [redacted] [[redacted]] [redacted].

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

12. Production specification and materials coverage

12.1 The materials specification as finally recorded [redacted].

12.2 [scrap / trimmings / [redacted] / [redacted]] [redacted].

12.3 Wheely shall from time to time obtain arms length, market prices for [scrap / trimmings / [redacted] / [redacted]] [redacted]. [redacted], [redacted] [[redacted] / [redacted]] [redacted], [redacted].

13. Delivery

13.1 Deliveries will be made by the carrier [redacted]. [redacted].

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

13.3 Signing “Unchecked”, “ [redacted] ” [redacted] .

13.4 [Goods are sent by post. [redacted]].

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

14. Transportation

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

14.1 The following Incoterms [redacted] :

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

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

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

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

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

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

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

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

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

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

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

14.2 All rights, obligations, [redacted].

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

15. Taxes

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

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

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

15.4 Wheely will indemnify Champion against Wheely’s failure [redacted].

15.5 Wherever any sum is chargeable by Wheely to Champion for services based on payment [redacted], [redacted], [redacted], [redacted]

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[redacted].

15.6 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].

16. Visitors

16.1 Wheely agrees to host visits by prospective large customers, licensees and regulators or other [redacted], [redacted]. [redacted]. [redacted].

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

16.3 Champion undertakes to inform every visitor of [redacted], [redacted].

16.4 Champion must make sure [redacted].

17. On site audits

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

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

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[redacted]

OR

17.3 The Parties agree that within [number] days after the end of each period of [six] months, based on the financial year of [redacted] / [redacted], [redacted].

AND

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

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

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

18. Limitation of liability

18.1 The law differs from one [redacted]. [redacted].

18.2 Wheely shall not be [redacted]:

18.2.1 indirect or consequential loss; or

18.2.2 economic loss or other [redacted], [redacted], [redacted]; [redacted]

18.2.3 loss or damage suffered by [redacted].

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The above provisions apply even if such [redacted] .

18.3 Except in the case of death or personal injury, the total liability of Wheely under [redacted] , [redacted] , [redacted] $ [10 , 000]. [redacted] , [redacted] .

18.4 This paragraph (and any other paragraph which excludes or restricts [redacted]) [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

18.5 Conditions, warranties or other terms implied by [redacted] , [redacted] .

18.6 Wheely is not liable [redacted] :

18.6.1 the Product [redacted] ;

18.6.2 the Product that has been [redacted] ;

18.6.3 the model or serial number [redacted] , [redacted] , [redacted] .

19. Use of sub-contractors

Wheely shall not sub-[redacted] .

OR

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

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

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OR

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

19.3 Wheely remains [redacted];

19.4 Wheely indemnifies Champion fully against any loss [redacted] - [redacted].

19.5 So far as work under this [redacted] - [redacted], [redacted] [[redacted]].

20. Confidential Information

20.1 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 [redacted], [redacted], [redacted]. [redacted], [redacted] [[redacted]] [redacted], [redacted]:

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

20.1.2 not use the Confidential Information in any way for itself [redacted], [redacted];

20.1.3 not store, copy, or use the Confidential [redacted] [[redacted] . . . .]

20.1.4 keep all records of [redacted];

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20.1.5 keep all records only at the address [redacted] ([redacted]);

20.1.6 use its best endeavours to keep confidential ([redacted]) [redacted].

20.2 This paragraph does not apply to disclosure:

20.2.1 to any person to whom some part of it must be disclosed in [redacted], [redacted], [redacted].

20.2.2 made with the [redacted].

20.2.3 of information or knowledge [redacted].

20.2.4 by a third party who [redacted].

20.2.5 of information which can be [redacted].

20.2.6 by order of the [redacted].

20.2.7 of information which must be disclosed by [redacted]; [redacted].

20.2.8 so far as [redacted].

20.2.9 required by applicable laws or governmental regulations or judicial or regulatory process or in [redacted]. [redacted].

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20.3 The financial terms of this [redacted].

20.4 [redacted].

20.5 [redacted]-[redacted].

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

21. “Work made for hire”

Option 1

21.1 [redacted].

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

21.3 [redacted].

21.4 [redacted],[redacted].

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OR Option 2

21.5 [[redacted] 2] [redacted], [redacted] [[redacted] 1], [redacted].

21.6 [[redacted] 2] [redacted] [[redacted] 1] [redacted].

21.7 [[redacted] 2] [redacted], [redacted] [[redacted] 1], [redacted] [[redacted] 1] [redacted].

21.8 [[redacted] 2] [redacted] [[redacted] 1] [redacted] [[redacted] 2] [redacted]

21.9 [[redacted] 2] [redacted] [[redacted] 1] [redacted] [[redacted] 2] [redacted].

22. Inventions already made

22.1 [redacted].

22.2 [redacted], [redacted], [redacted], [redacted] (“[redacted]”).

22.3

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22.4 [redacted].

22.5 [redacted].

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

23. New IP

[redacted], [redacted].

23.1 [redacted], [redacted], [redacted], [redacted], [redacted], [redacted]:

23.1.1 [redacted];

23.1.2 [redacted];

23.1.3 [redacted];

23.2 [redacted].

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

23.4 [redacted].

24. Protection of Intellectual Property

[redacted] "[redacted]" [redacted]. [redacted] [redacted] [redacted]:

24.1 [redacted];

24.2 [redacted]-[redacted];

24.3 [redacted]-[redacted];

24.4 [redacted], [redacted].

24.5 [redacted];

24.6 [redacted] [redacted], [redacted], [redacted], [redacted];

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24.7 [redacted], [redacted];

24.8 [redacted].

24.9 [redacted].

24.10 [redacted], [redacted]:

24.10.1 [redacted], [redacted], [redacted], [redacted];

24.10.2 [redacted].

25. Third party infringement

25.1 [redacted], [redacted].

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

25.3 [redacted] [28] [redacted], [redacted].

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

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25.5 [redacted]-[redacted].

25.6 [redacted], [redacted].

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

26. Duration and termination

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

26.1 By mutual agreement on an agreed date.

26.2 [redacted] [[redacted]] [redacted].

26.3 [redacted].

26.4 [redacted], [redacted]:

26.4.1 [redacted] [[redacted]] [redacted] 30 [redacted]; [redacted]

26.4.2 [redacted];

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26.4.3 [redacted], [redacted], [redacted];

26.4.4 [redacted] [[redacted]] [redacted];

26.4.5 [redacted], [redacted], [redacted], [redacted], [redacted];

26.5 [redacted] - [redacted] 26.4 [redacted], [redacted].

OR

26.6 [redacted] - [redacted] 26.4 [redacted], [redacted] [[redacted] / 50 %] [redacted]. [redacted], [redacted].

27. Change of Control

27.1 [redacted].

27.2 [redacted], [redacted].

27.3 [redacted].

27.4 Wheely agrees that this provision is fair.

28. Publicity / Announcements

28.1 [redacted].

OR

28.2 Neither Party shall:

28.2.1 make any public announcement; or

28.2.2 disclose any information; or

28.2.3 [redacted];

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

28.3 [redacted]4, [redacted].

29. Assignment

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

OR

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29.2 [redacted].

OR

29.3 [redacted]:

29.3.1 [redacted]

29.3.2 [redacted]/[redacted]

29.3.3 [redacted]; [redacted]/[redacted]

29.3.4 [redacted].

30. Indemnities

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

30.2 [redacted], [redacted], [redacted]:

30.2.1 [redacted], [redacted];

30.2.2 [redacted];

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30.2.3 [redacted];

30.3 [redacted], [redacted], [redacted], [redacted], [redacted]; [redacted].

30.4 [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted], [redacted], [redacted] 2017, [redacted].

31. Damages not adequate

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

32. Uncontrollable events

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

AND/OR

32.2 [redacted]

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[redacted], [redacted] [redacted].

OR

32.3 [redacted] [redacted], [redacted]. [redacted] [28] [redacted], [redacted].

32.4 [redacted] - [redacted].

32.5 [redacted], [redacted] [. . . . . [redacted];

32.6 [redacted];

32.7 [redacted], [redacted] [30] [redacted], [[redacted]] [redacted].

32.8 [redacted].

33. Miscellaneous matters

33.1 [redacted].

33.2 [redacted], [redacted].

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33.3 [redacted].

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

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

33.6 [redacted].

33.7 [redacted].

33.8 [redacted], [redacted].

33.9 [redacted].

33.10 [redacted]-[redacted].

It shall be deemed to have been delivered:

[redacted]: [redacted];

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

[redacted]-[redacted]

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

33.11 [redacted] , [redacted] .

33.12 [redacted] , [redacted] 2017 [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . [redacted] .

33.13 [redacted] , [redacted] .

33.14 [redacted] .

33.15 [redacted] , [redacted] .

33.16 [redacted] , [redacted] .

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Signed by / on behalf of the named Parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

■■■■, ■■■■■■■■■■■■■■■■■■■■[■■■■■■■■■■■■■■]

print name

■■■■, ■■■■■■■■■■■■■■■■■■■■[■■■■■■■■■■■■■■]

print name

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Schedule 1 Detailed specification and phases

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Schedule 2 Standards

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Schedule 3 List of setup tools and equipment

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Schedule 4 Press release

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Explanatory notes:

Prototype development agreement

Paragraph specific notes

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].

Here we have provided a very full menu of items to cover in "Confidential Information". Depending on your business, [redacted].

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 make sure your counter-party is under no illusions about IP, and second because some [redacted].

There is no copyright in know-how.

We have not included a specific, extensive licence by the customer (you?) to the manufacturer, but as a matter of law, you will license your IP [redacted].

If you do change any defined word, **make sure it applies to every use [redacted].**

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. [redacted].

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be

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relied on, let them be listed ■ ■ ■ ■ , ■ ■ ■ ■

10. Setup costs

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

11. Design price and payment

Product development is usually paid for based either on cost plus uplift, or a fee for reaching each milestone. Here we have combined the two. This text provides for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[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], [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].

CPT - Carriage Paid To

The seller pays for the carriage and delivers the goods to the buyer by handing them [redacted]. [redacted].

CIP – Carriage and Insurance Paid to

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The seller pays for carriage and insurance to the named destination point, [redacted] .

DAP – Delivered at Place

The seller pays for carriage to the named place, except for costs related to import clearance, [redacted] .

DPU – Delivered at Place Unloaded

The seller pays for carriage, except for costs related to import clearance, and assumes all risks [redacted] .

DDP – Delivered Duty Paid

The seller is responsible for delivering the goods to the named place. The seller must pay all costs in bringing the goods [redacted] . [redacted] .

Rules for Sea and Inland Waterway Transport

The four rules defined by Incoterms 2020 for international [redacted] :

FAS – Free Alongside Ship

The seller is responsible for delivering goods to the buyer by placing the goods alongside the ship at the named port. [redacted] .. [redacted] - [redacted] .

FOB – Free on Board

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

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[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].

15. 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].

16. Visitors

A framework of practical business provisions. You can set this paragraph to apply to any category who might have [redacted].

17. On site audits

If you are paying on some calculated basis and not a fixed sum, you need to be able to control the process on which costs are based. We [redacted].

18. Limitation of liability

This is powerful protection for Wheely. It is usual to have some limit in an agreement of this nature, but whether you do, and if so, how [redacted].

19. Use of sub-contractors

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

20. Confidential Information

We have given you a very full [redacted] . [redacted] .

21. "Work made for hire"

We have provided the [redacted] . [redacted] .

In most Western countries, the originator of any "work" has a packet of rights. If he does not sell those rights, they remain his, usually for a limited number of years. This can be very unfair to a person who has paid the creator to create [redacted] " [redacted] " [redacted] . [redacted] , [redacted] , [redacted] . [redacted] . [redacted] , [redacted] . " [redacted] " [redacted] 1976 , [redacted] , [redacted] . [redacted] " [redacted] " [redacted] . [redacted] . [redacted] .

22. Inventions already made

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

23. New IP

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

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[redacted]. [redacted]?

24. 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].

25. Third party infringement

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

26. Duration and termination

The problem in a contract of this nature is that the work done is of little value to the customer until complete. [redacted]. [redacted], [redacted]. [redacted]. [redacted].

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

27. Change of Control

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

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28. Publicity / Announcements

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

29. Assignment

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

30. Indemnities

These indemnities favour you, [redacted] . [redacted] . [redacted] .

31. Damages not adequate

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

32. Uncontrollable events

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

33. Miscellaneous matters

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

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These are just as valid in law [redacted], [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]. [redacted]. [redacted]. [redacted] “[redacted]”. [redacted].

Schedule 1 Detailed specification and phases

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

Schedule 2 Standards

These could be international engineering standards, or specification [redacted], [redacted], [redacted]. [redacted] ([redacted]).

Schedule 3 List of setup tools and equipment

This should [redacted].

Schedule 4 Press release

We have no comment.

End of Notes

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