

UK-COMmfg01

Development and manufacturing agreement: customer version

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

[Champion Bikes Ltd], a company incorporated in England and Wales [under company registration number [number] and] ■■■■■■■■■■■■■■■■■■■■■■ [■■■■■■■■■■] (“■■■■■■■■■■”);

and

[Wheely Makers Ltd], a company incorporated in England and Wales [under company registration number [number] and] ■■■■■■■■■■■■■■■■■■■■■■ [■■■■■■■■■■] (“■■■■■■■■■■”).

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 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■ ;

9.4. The Manufacturer shall [REDACTED]
[REDACTED].

10. Production specification and materials coverage

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

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

10.3. The Manufacturer 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]
[REDACTED].

11. Payment for Product development

The Client shall pay the Manufacturer as follows:

11.1. at acceptance by [REDACTED] £ [00 , 000]

11.2. at acceptance by [REDACTED] £ [00 , 000]

11.3. after receiving certificate [REDACTED]. £ [00 , 000]

12. Design price and payment

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

12.2. After acceptance by the Client of the [REDACTED], [REDACTED]
[REDACTED] £ [00 , 000].

OR

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

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 by []
[] : [[] , []]
[] .

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]
[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]
[REDACTED] - [REDACTED].

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

OR

15.11. Delivery time [REDACTED].

16. Transportation

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

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

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

.....

25. “Work made for hire”

25.1.

25.2.,

25.3.

25.4.,

26. Existing Intellectual Property

26.1.

26.2.,,,

26.3.

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27.4.
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28. Protection of Intellectual Property

.....“.....”.....
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..... [.....] :

28.1.
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28.2.
..... -
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28.3. -
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28.4.
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28.5.
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28.6. [.....] ,
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..... ;

28.7. ,
.....
..... ;

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

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. The seller's obligation is to make the goods available at their premises. The buyer is responsible for loading, unloading, and transport. The seller's responsibility ends when the goods are made available at their premises.

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 premises, the seller is responsible for loading, unloading, and transport. If the goods are delivered at a named place, the seller is responsible for loading, unloading, and transport to that place. The carrier is responsible for transport and unloading at the named place.

CPT - Carriage Paid To

The seller pays for the carriage and delivers the goods to the buyer by handing them over to the carrier. The seller is responsible for loading, unloading, and transport to the named destination. The carrier is responsible for transport and unloading at the named destination.

CIP – Carriage and Insurance Paid to

The seller pays for carriage and insurance to the named destination point, including loading, unloading, and transport. The carrier is responsible for transport and unloading at the named destination.

DAP – Delivered at Place

The seller pays for carriage to the named place, except for costs related to import clearance, unloading, and transport. The carrier is responsible for transport and unloading at the named place.

DPU – Delivered at Place Unloaded

