Product assembly and finishing agreement

[ABC Ltd]

And

[DEF Ltd]

Dated: [Date]

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This a	agreement is dated: [date]		
It is m	nade between:		
registi	•	d in England and Wales [under company whose •••••[•••••	
and			
	oer] and] whose registered ■	in Scotland [under company registration number	
Back	ground:		
A.		nufacturer and merchant of high performance air ntal controls. The Manufacturer	
В.	The parties to this agreement have agreed that the Manufacturer shall provide manufacturing services to complete the production of the "Environmental SunUser" air		
It is n	ow agreed as follows:		
1.	Definitions		
	In this agreement, the follow	ving words shall have the following meanings, ■ ■ ■ ■ ■ :	
	"Affiliate"	means, with respect to any person, any human individual, or corporate body, or organisation of people acting together, who is able to Control its affairs or actions;	
	"Confidential Information"	means all information about a Party, including any information which may give a commercially competitive advantage to	

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"Control"

"Incoterm" means latest version of pre-defined commercial rules of international trade published by ■ ■ ■ "Intellectual Property" means intellectual property of every sort, owned by or licensed to the Client, whether or not registered or registrable in any $\blacksquare \blacksquare \blacksquare$, $\blacksquare \blacksquare \blacksquare$ and including: patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-how, creations and inventions, moral rights, together with all rights • concepts, ideas, designs, inventions, improvements, discoveries, data, processes, methods, techniques, know-how, and information, $\blacksquare \blacksquare \blacksquare$ ____ "Know-how" means scientific or technical information, and other procedures and ways of working and "Licensed Material" means Intellectual Property of every sort in the Product, parts or drawings, and all other tangible and intangible things which are now or may in future be, = = = = = = = = = = = = = = = = "Party" means one of the parties to this agreement, ■ ■ "Product" means [describe the product briefly] or any other product which supersedes it or is derived from it, together with any other goods ■ ■ ■ ■ ■ ■ ■

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		•••••••	
"Project"		means the work to be done under the ••••	
"Specification"		means the detailed specification set out ■ ■ ■ ■ ■ ■ ■ 1 .	
"Standards"		means the standards, protocols and regulatory requirements as E E E E E E E E E E 2 .	
Inte	rpretation		
This a	agreement shall be inte	erpreted as ■ ■ ■ ■ ■ ■ ■ ■ ■ .	
2.1.	A reference to a person includes a human individual, a corporate entity and any organisation		
2.2.	In connection with any benefit given by this agreement, a reference to a Party includes • • • • • • • • • • • • • • • • • • •		
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 ,		
2.4.	A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context •••••••••••••••••••••••••••••••••••		
2.5.	The headings to the paragraphs and schedules to this agreement are inserted for convenience		
2.6.	Any agreement by Party not to do or omit to do something includes an obligation not to allow some other		

2.

2.7.

A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,

2.8. The words "without limitation" shall be deemed to follow any use of the words " " " " " " " " " " " " " " " " " " "			
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		2.8.	
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		2.9.	,
3.1. This agreement 3.2. Conditions, warranties or other terms implied by 3.3. Each Party acknowledges that, in entering into this agreement, 3.4. As an exception to the last		2.10.	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
3.1. This agreement 3.2. Conditions, warranties or other terms implied by 3.3. Each Party acknowledges that, in entering into this agreement, 3.4. As an exception to the last			
3.1. This agreement contains the entire 3.2. Conditions, warranties or other terms implied by 3.3. Each Party acknowledges that, in entering into this agreement, 3.4. As an exception to the last		2.11.	This agreement is made only in the English language. If there is any
3.1. This agreement contains the entire 3.2. Conditions, warranties or other terms implied by 3.3. Each Party acknowledges that, in entering into this agreement, 3.4. As an exception to the last [Enter list]			
3.2. Conditions, warranties or other terms implied by 3.3. Each Party acknowledges that, in entering into this agreement, 3.4. As an exception to the last [Enter list]			
3.3. Each Party acknowledges that, in entering into this agreement, 3.4. As an exception to the last	3.	Enti	re agreement
3.4. As an exception to the last • • • • • • • • • • • • • • • • • • •	3.		This agreement contains the entire
3.4. As an exception to the last [Enter list]	3.	3.1.	This agreement contains the entire
[Enter list = = = = = = = = = = = = = = = = = = =	3.	3.1.	This agreement contains the entire Conditions, warranties or other terms implied by Each Party acknowledges that, in entering into this agreement,
•	3.	3.1.	This agreement contains the entire Conditions, warranties or other terms implied by Each Party acknowledges that, in entering into this agreement,
	3.	3.1.3.2.3.3.	This agreement contains the entire Conditions, warranties or other terms implied by Each Party acknowledges that, in entering into this agreement, , , , , , , , , , , , , , , , , , ,

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.	use of the Licensed Material • • • • • • • • • • • • • • • • • • •
4.3.	it has power to enter ••••• [••••••].
4.4.	it is not insolvent and knows of no circumstance which would

5. Manufacturer's warranties

The Manufacturer warrants that:

5.1.	it is registered [what, if any?] and is certified to [ISO 9001] = = = = = = = = = = = = = = = = = = =
5.2.	it is not aware of anything within
5.3.	it has the necessary experience, all necessary • • • • • • • • • • • • • • • • • • •
J.J.	
5.4.	it is not a party to any other
5.5.	it has taken out a policy
ა.ა.	

6. Scope of work

7.

The M	lanufacturer shall:
6.1.	complete the \blacksquare
6.2.	on receipt of each purchase order in the style of \blacksquare
6.3.	use every effort to meet the
Rep	resentative liaison and design reviews
7.1.	With effect from today each of the parties will nominate a representative who will be • • • • • • • • • • • • • • • • • •
7.2.	[Periodically / once each month], the Manufacturer shall call a design
	•••••••
7.3.	The representative of a Party at a design review meeting shall be a person with
7.4.	If the Client fails to attend a design review meeting after notice of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
7.5.	So far as the Client suggests changes
7.6.	After each change to any part of the design or ••••, •••••

8.	Pro	duction price	
	8.1.	When the Client has accepted the completion the Product in a	•
	8.2.	The price payable by • • • • • • • • • • • • • • • • • •	•••••
		For the first [1000] ■ ■ ■ ■ For the next [5000] ■ ■ ■ ■ For each additional unit	£ [• • • •] £ [• • • •] £ [number]
	8.3.	The price shall be increased on the first	
	8.4.	If the Client requires delivery to some place of the Client requires	other than [
9.	Pac	kaging and delivery	
	9.1.	Each Product shall • • • • • • • • • • • • • • • • • •	
	9.2.	Immediately after testing each Product will be	_
	9.3.	Delivery shall be made to $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare = /\blacksquare$	/]
	OR		

The materials specification as finally recorded • • • • • • • • • • •

7.7.

	9.4.	Deliveries will be • • • • • • • • • • • • • • • • • •	
	9.5.	Delivery [to any location]	_
	OR		
	9.6.	f the Manufacturer is not able to deliver the Product within [30] = = =	
	9.7.	f the Manufacturer agrees with the Clients to deliver on a particular	•
	OR		
	9.8.	Delivery time	
10.	[There	sportation are many ways and alternative deals possible. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	••••
].	,	
	-	The following Incoterms	ncoterms
	-	The following Incoterms	ncoterms
	-	The following Incoterms • • • • • • • • • • • • • • • • • • •	ncoterms named
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	10.1.6	DAP [named • • • • , • • • • • • • • • •] • • • •
	10.1.7	DDP [named = = = , = = = = = = =] = = = ® 2020 .
	10.1.8	FAS [named •••• , •••••••] •••• ® 2020 .
	10.1.9	FOB [named • • • • , • • • • • • • • • •] • • • •
	10.1.10	OCFR [named = = = , = = = = = = =] = = = ® 2020
	10.1.11	CIF [named • • • • , • • • • • • • • • • •] • • • •
10.2.	All right	ts, obligations, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
10.3.	Unless	otherwise agreed in this agreement so far
Taxe	es	
11.1.	import	aragraph relates to all sales, transfer and other taxes or customs duty ("Tax") imposed on
11.2.	Insofar	as any Tax is recoverable or can

11.

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11.3. Tax shall be stated separately on the Manufacturer's invoices, collected

11.4. The Manufacturer will indemnify the Client against the

		services based on,,,,,,, .
	11.6.	In any case where the Client is prohibited by law from making a payment to the Manufacturer without first withholding tax from that
12.		ective Product returned
	These	e provisions apply in the e e e e e e e e e e e e e e e e e e
	12.1.	The Manufacturer will repair
		12.1.1 the defect is reported to **** [12] *****
		12.1.2 the Product is returned
		12.1.3 the defect results • • • • • • • • • • • • • • • • • • •
	40.0	So far • • • • • • • • • • • • • • • • • • •
	12.2.	12.2.1 with both Products and
		40.00
		12.2.2 securely wrapped;12.2.3 including the delivery slip;
		12.2.4 at risk
	12.3.	If the Manufacturer agrees that it is liable, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

11.5. Wherever any sum is chargeable by the Manufacturer to the Client for

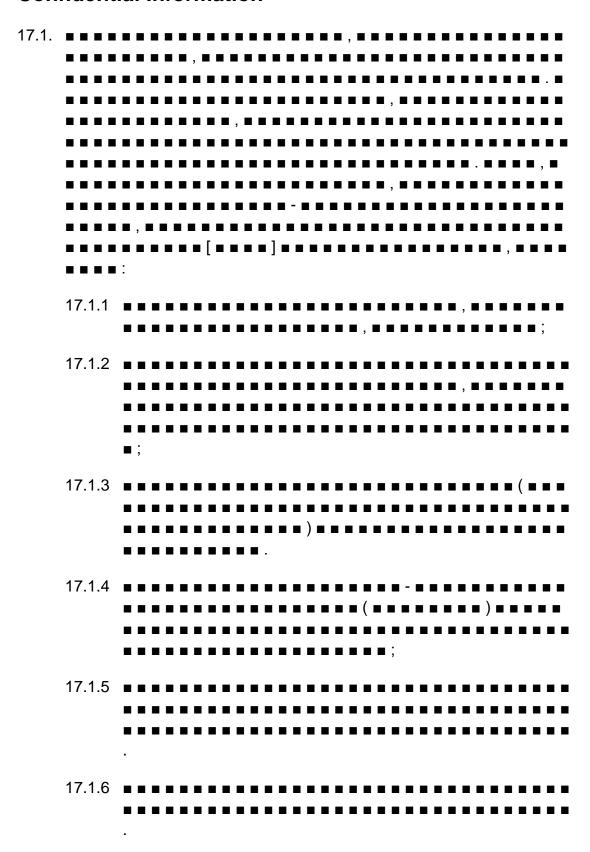
12.4.	If the Manufacturer repairs or replaces a Product, neither the Client ■ ■
On s	site audits
13.1.	On notice of at least [seven] days, the Client's, its partners, financial supporters and its customers' representatives may attend at the
13.2.	On notice of at least [seven] days, the Client and/or any professional
	advisor, may attend at any
OR	
	The Parties agree that within [number] days after the end of each period of [six] months, based on the financial year of the Manufacturer/
AND	
13.4.	The auditor shall be instructed not to disclose to
13.5.	The provisions of this paragraph apply equally to any sub-

13.

	13.6.	If any discrepancy is found in
14.	Risk	and retention of title
	14.1.	Ownership of all products and materials sent by the Client to the
	14.2.	Despite a Product having been subjected to work by the Manufacturer and despite the
	14.3.	The Manufacturer shall hold all
	14.4.	The Manufacturer must store the Products (at no cost to •••••••••••••••••••••••••••••••••
	14.5.	If the Client asks the Manufacturer to
	14.6.	If, when asked, the Manufacturer
15.	Man	ufacturer's manufacturing warranty
	15.1.	The Manufacturer warrants that for period of [24] months from date of
		-,

	15.2.	The Manufacturer will use its best efforts to repair defective
	15.3.	If either Party shall become aware of
16.	Use	of sub-contractors
	The M	Manufacturer shall not sub-
	OR	
	The M	Nanufacturer may perform any or
	16.1.	The Manufacturer first obtains the written consent of the Client to
	OR	
	16.2.	The Manufacturer must first obtain the written consent • • • • • • • • • • • • • • • • • • •
	16.3.	The Manufacturer • • • • • • • • • • • • • • • • • •
	16.4.	The Manufacturer indemnifies the Client fully against any
	16.5.	

17. Confidential Information



17.2. This paragraph does not apply to disclosure:

	17.2.1	 	 _	 _	 _			_	 			_	_	_	_				_
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18.	Inventions	already	made
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18.2.

18.3.

18.4.

18.5.

19. Protection of Intellectual Property

19.1.

19.2.

19.3.

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20. Duration and termination

This agreement may be terminated:

20.1. By mutual agreement on an agreed date.

20.3.

20.4.

20.4.1					••••	[30]		•••
20.4.2		; - 	•••					 	
20.4.3								 	
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20.4.5								 	
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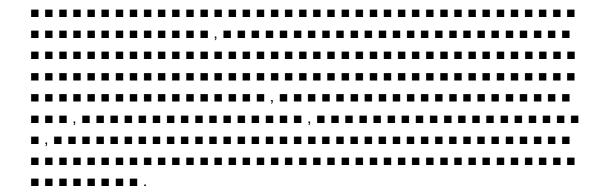
21.1.							
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21.2.					•		

	21.4.	The Manufacturer agrees that this provision is fair.
22.	Pub	licity / Announcements
	22.1.	
	OR	
	22.2.	Neither Party shall:
		22.2.1 make any public announcement; or
		22.2.2 disclose any information; or
		22.2.3
	22.3.	5,
23.	Ass	ignment
	23.1.	

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	OR															
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25. Damages not adequate



26. Uncontrollable events

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AND/OR

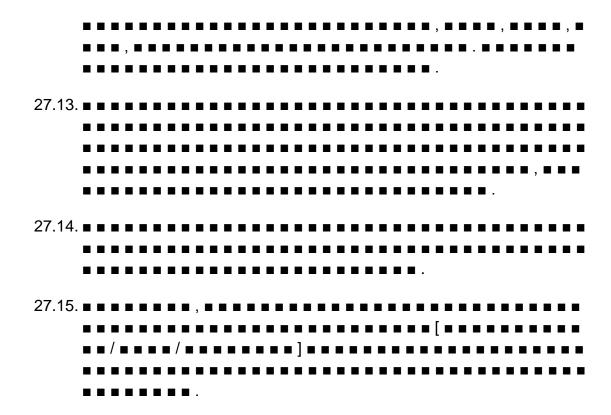
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26.3.

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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

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print name					
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print name					

Schedule 1: Detailed specification and phases

Schedule 2: Standards

Schedule 3: Example purchase order

Schedule 4: Delivery locations

Schedule 5: Press release

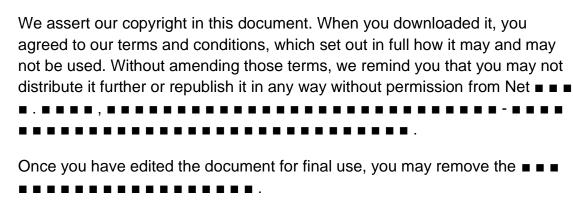
Schedule 6: Packaging and labelling

Explanatory notes:

Product assembly and finishing agreement

General notes:

1. Recognition of our copyright in this document



2. Document review service

Please contact our support team at support@netlawman.co.uk for further information.

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 I I I I I I I I I I I I I I I I I I
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 the UK, 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

There is no copyright in know-how.

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.

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 relied on, let them be listed

4. Client's warranties

If you are dealing with a company and do not know who has authority to do what, leave

5. Manufacturer's warranties

This paragraph covers a number of points which may be very important to the customer. It is not enough to see them in the agreement. You should also check each

6. Scope of work

This paragraph is concerned with the basics of what each side is expected to do and not do. It is intended to be a summary, around which the rest of the agreement is detailed. However, the reference to the schedule is very important. That is what the agreement is about, so do leave it in place. It is

	equally important that the schedule sets $\blacksquare \blacksquare \blacksquare$
7.	Representative liaison and design reviews
	A framework of practical business provisions. Edit as you require. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.	Production price
	We have given a proposal, but the detail is for you to enter. If you prefer, or the details are complicated, refer to a schedule and place it in that part of the agreement,
9.	Packaging and delivery
	Delivery of the product will be made once the product design is finalised and has gone through the quality assurance procedure. When it is ready for dispatch,
10.	Transportation
	This and the following paragraph are relevant only to export orders. By all I I I I I I I I I I I I I I I I I I
	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 may have a different meaning to FOB for a UK trader. This can lead to misunderstanding and, in the worst scenario, costly litigation. Incoterms set
	http://www.ukcustomssolutions.co.uk/incoterms/

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

https://www.gov.uk/guidance/international-trade-paperwork-the-basics#export-documentation

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
•••
Below is a basic summary $\blacksquare \blacksquare \blacksquare$
The seven rules defined by Incoterms 2020 for $\blacksquare \blacksquare \blacksquare$
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
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 ,

CPT - Carriage Paid To

The seller pays for the carriage and delivers the goods to the buyer by handing them
CID. Corriege and Incurrence Daid to
CIP – Carriage and Insurance Paid to The seller pays for carriage and insurance to the named destination point, ■
DAP – Delivered at Place
The seller pays for carriage to the named place, except for costs related to
import clearance,
DPU – Delivered at Place Unloaded
The seller pays for carriage, except for costs related to import clearance, and assumes all risks
■■■. 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 = = = = = = = = = = = = = = = = = = =
Rules for Sea and Inland Waterway Transport
The four rules defined by Incoterms 2020 for international
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.
FOB – Free on Board
The seller is responsible for loading the goods on board the vessel nominated by the buyer. The seller must ••••••••••••••••••••••••••••••••••••

	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 . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	CIF – Cost, Insurance and Freight
	CIF is exactly the same as CFR except that the seller must pay for the insurance cover against
11.	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,
12.	Defective Product returned
	We have provided a sound arrangement but this is a commercial provision, ■
13.	On site audits
	A framework of practical business provisions. Edit as you require. We have ■
14.	Risk and retention of title
	This important paragraph reflects current law. The paragraph is designed to protect you in
	It is likely that the manufacturer may feel it is he who needs this protection for
	finished goods returned to you, made up and

	,
15.	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
16.	Use of sub-contractors
	A framework of practical business provisions.
17.	Confidential Information
	We have given you a very full
18.	Inventions already made
	We have no idea what is your product or how important is the IP element of its
19.	Protection of Intellectual Property
	If you fail to protect your IP, someone will steal it. They may just steal it "at the edges",
20.	Duration and termination

	It really does not matter how you want to end
	Leave the insolvency provisions. As soon as there is any involvement of a court
21.	Change of Control
	This draconian provision helps you to avoid the transfer of
22.	Publicity / Announcements
	We advise that publicity • • • • • • • • • • • • • • • • • • •
23.	Assignment
	Give careful thought to this. Consider the circumstances on both sides which may
24.	Indemnity by the Manufacturer
	These mutual indemnities are reasonable. However,
25	
25.	Damages not adequate
	In a contract dispute, the Court will usually look for a

26.	Uncontrollable events
	Often referred to as "force majeure". We advise that you ■ ■ ■ ■ ■ ■ ■ ■ ■
27.	Miscellaneous matters
	A number of special points. We have identified each of these as important to
	These are just as valid in
	Rights of Third Parties Act
	••••••
	Dispute resolution
	There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long
	••••••
Sche	dule 1 Detailed specification and phases
	The schedules may be "typed in" or be contained in some document attached

Schedule 2 Standards

	e could be international engineering standards, or specification of cloth to ed, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
•••	
	••••••••••
Schedule 3	Example purchase order
This s	schedule is worth including in

Schedule 4 List of delivery locations

., **. . . .**, **.** .

Specify fully.

Schedule 5 Press release

We have no comment.

Schedule 6 Packaging and labelling

Specify fully.

Ends of notes