

UK-COMmfg07

Product assembly and finishing agreement

[ABC Ltd]

And

[DEF Ltd]

Dated: [Date]

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This agreement is dated: [date]

It is made between:

[ABC Ltd], a company incorporated in England and Wales [under company registration number [number] and] whose [] ([] “ ”);

and

[DEF Ltd], a company incorporated in Scotland [under company registration number [number] and] whose registered [] ([] “ ”).

Background:

- A. The Client is a designer, manufacturer and merchant of high performance air conditioning and environmental controls. The Manufacturer [] , [] .
- B. 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 now agreed as follows:

1. Definitions

In this agreement, the following 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 [] . [] :

[illegible]

means intellectual property of every sort, owned by or licensed to the Client, whether or not registered or registrable in any _____,
_____,
_____;

and including:

[illegible]

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

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
■
■ ■ ■ ■ ■

[illegible][illegible]

means one of the parties to this agreement, ■ ■
■■■■■■■■■■■■■■■■■■■.

means [describe the product briefly] or any other product which supersedes it or is derived from it, together with any other goods ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

“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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2 .

This agreement shall be interpreted as ■■■■■■■■■■.

- [illegible]

4. Client's warranties

The Client warrants that:

- [illegible]



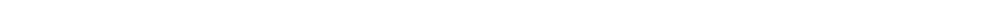
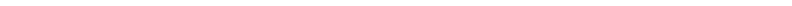
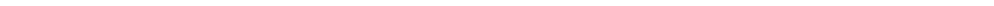

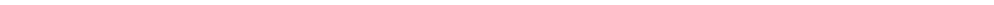
5. Manufacturer's warranties

The Manufacturer warrants that:

- [illegible]

6. Scope of work

The Manufacturer shall:

- 6.1. complete the  .
- 6.2. on receipt of each purchase order in the style of   3 ,   .
- 6.3. use every effort to meet the   .

7. Representative liaison and design reviews

- [illegible]

9.4. Deliveries will be
.....

9.5. Delivery [to any location] 24
.....

OR

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

9.7. If the Manufacturer agrees with the Clients to deliver on a particular
.....,
.....
.....

OR

9.8. Delivery time
.....

10. Transportation

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

10.1. The following Incoterms
.....:

10.1.1 EXW [named ,] ®
2020 .

10.1.2 FCA [named ,] ® 2020
.

10.1.3 CPT [named ,] ® 2020
.

10.1.4 CIP [named ,] ® 2020
.

10.1.5 DPU [named ,] ® 2020
.

13.6. If any discrepancy is found in _____ , _____
_____ [_____] _____ .

[illegible]

14.2. Despite a Product having been subjected to work by the Manufacturer
and despite the _____
_____, _____
_____.

14.3. The Manufacturer shall hold all
.

[illegible]


14.5. If the Client asks the Manufacturer to _____
_____, _____,
_____.

14.6. If, when asked, the Manufacturer _____
_____, _____
_____.

[illegible]

17. Confidential Information

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

17.1.5 

[illegible]

17.2. This paragraph does not apply to disclosure:

18. Inventions already made

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

19. Protection of Intellectual Property

.....
..... [.....] :

[illegible][illegible][illegible]

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

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21.4. The Manufacturer agrees that this provision is fair.

OR

.....
.....

OR

23.2.
.....
.....
.....:

23.2.1 [.....]
.....
.....]

23.2.2
.....; /

23.2.3
.....; /

23.2.4
.....
......

24. Indemnity by the Manufacturer

24.1.
.....,,
......

24.2.
.....,
.....
.....
.....,:

24.2.1,
.....;

24.2.2
.....;

24.2.3
.....;

25. Damages not adequate

26. Uncontrollable events

[illegible]

27.15. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$

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:

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Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

[illegible]

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

[illegible]

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

[illegible][illegible]

We advise that publicity _____
_____, _____ “_____”.

Give careful thought to this. Consider the circumstances on both sides which may

These mutual indemnities are reasonable. However,

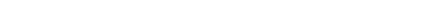
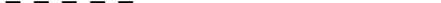
In a contract dispute, the Court will usually look for a _____
_____. _____, _____
_____, _____.
_____.

26. Uncontrollable events

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

27. Miscellaneous matters

[illegible]

These are just as valid in  ,  .

[illegible]

Dispute resolution

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

Schedule 1 Detailed specification and phases

The schedules may be “typed in” or be contained in some document attached.

.....

.....,

.....

.....

.....

Schedule 2 Standards

[illegible]

Schedule 3 Example purchase order

This 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