

ZA-COMmfg07

Product assembly and finishing agreement

[ABC Pty Ltd]

And

[DEF Pty Ltd]

Dated: [Date]

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[illegible]

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

and including:

[illegible]

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

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

■ ■

■ ■ ■ ■ ■ .

means scientific or technical information, and other procedures and ways of working and organising ■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■.

[illegible]

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

(c) The word "contract," as used herein,

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]



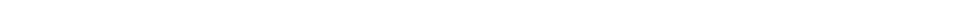

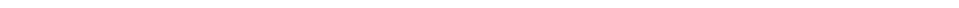


5. Manufacturer's warranties

The Manufacturer warrants that:

- 5.1. it is registered [what, if any?] and is certified to [ISO 9001] [28] , [] .
- 5.2. it is not aware of anything within [] .
- 5.3. it has the necessary experience, all necessary [] , [] .
- 5.4. it is not a party to any other [] , [] , [] .
- 5.5. it has taken out a policy [] [] .

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]

7.7. The materials specification as finally recorded ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

8. Production price

8.1. When the Client has accepted the completion of the design and orders the Product in a [100],

8.2. The price payable by
.....:

For the first [1000] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■]

For the next [5000] ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■]

For each additional unit R [number]

8.3. The price shall be increased on the first
.....
..... [.....].

[illegible]

9. Packaging and delivery

9.1. Each Product shall
..... 6 .

[illegible]

9.3. Delivery shall be made to ■ ■ ■ ■ [■ ■ ■ ■ / ■ ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■ ■]
 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 4.

OR

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
.

- 11.5. Wherever any sum is chargeable by the Manufacturer to the Client for 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. Defective Product returned

These provisions apply in the
 :

- [illegible]

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

[illegible][illegible]

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]

[illegible]

The Manufacturer shall not sub-

The Manufacturer may perform any or _____
 _____ - _____ :

[illegible]

16.4. The Manufacturer indemnifies the Client fully against any ■■■■■■
 ■■■■■■
 ■■■■■■ - ■■■■.

16.5. \dots
 \dots , \dots
 $\dots [\dots]$.

17. Confidential Information

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

17.1.6

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

[illegible]

.....
.....

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
..... ;

[illegible][illegible]

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

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 ■ ■ ■ ■ ■ ■ ■ ■ .

[illegible]

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

.....
.....

Below is a basic summary

The seven rules defined by Incoterms 2020 for (.....)
..... :

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
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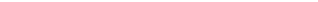
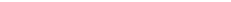
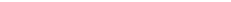
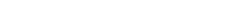
FCA – Free Carrier

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
.....

CIP – Carriage and Insurance Paid to

These are just as valid in 
, 
.

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

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

.....

.....,

.....

.....

.....

[illegible]

