

**5. DELIVERY TERMS**

- 5.1 All products shall be delivered in accordance with the details specified in the order. When the delivery address is not known by the Company at the date of the order, or is changed, relevant details will be supplied to the Manufacturer as soon as reasonably practicable.
- 5.2 The Manufacturer will ensure that all products are inspected before dispatch and that they are adequately and safely packaged so as to avoid any damage or loss in transit. A detailed packing list will accompany every delivery of products. Reasonable advance notice of every delivery shall be given in writing by the Manufacturer to the Company. The Manufacturer remains responsible for all products until they are delivered to the delivery address and signed for by The Company or its customer.
- 5.3 Delivery shall not constitute acceptance of any defect in any products or relieve The Manufacturer of any of its obligations under this Contract.

**6. REJECTION OF PRODUCTS**

- 6.1 The company may reject any products which are not in accordance with the order and the terms set out in this Contract by giving written notice specifying its reasons within .....[3, 5, 7, 10] calendar days of delivery.
- 6.2 Company may cancel the order with respect to rejected products or, at its option, require Manufacturer to replace any rejected Products to Company's reasonable satisfaction. Failure to replace within ..... [10, 20, 30, 60] calendar days shall entitle the Company to cancel the order for the rejected products and recover its costs and losses from Manufacturer under the terms of the indemnity set out at Clause 7 of this Contract.

**7. WARRANTY AND INDEMNITY**

- 7.1 The Manufacturer shall promptly at Company's written request replace or repair, to Company's reasonable satisfaction, all products in which any defect appears within ..... [10, 20, 30, 60] calendar days from delivery. Any replacement or repair work shall be guaranteed by the Manufacturer for a further ..... [6, 12 ] months.
- 7.2 The Manufacturer will keep the Company fully indemnified against any loss or damage, including all reasonable legal costs and expenses, whether direct, indirect, or those peculiar to Company's particular circumstances, suffered by the Company, including any claims made against the Company by a third Party for reasons

attributable to any defect in product or breach of any of the terms of this Contract by the Manufacturer.

## **8. PRICES AND PAYMENT TERMS**

- 8.1 The prices payable by the Company for products under this Contract shall be agreed in writing between the Parties annually or at other agreed intervals. The EXW (Ex Works) prices for products at the date of this Contract are set out in Annex 2. These prices are exclusive of VAT and other taxes which will be payable in accordance with the Tax Laws in the countries where the Company and the Manufacturer are based.
- 8.2 The prices include packing of all products. Transportation of each Product to the destination established by Company will be the responsibility of Manufacturer and the reasonable costs will be reimbursed by Company against copies of invoices or other evidence of payment as required by Company.
- 8.3 The Manufacturer shall submit invoices upon delivery of products and, unless otherwise agreed in writing, all products shall be paid for within ..... [30, 60, 90] calendar days of the invoice date.

## **9. VARIATIONS OF PRODUCTS**

- 9.1 The Company may request The Manufacturer to vary any particulars in an order by written notice ("Variation Notice"). The Manufacturer shall within ..... [3, 5, 7, 10] calendar days of receipt of a Variation Notice provide the Company with a written estimate of the cost of complying with the notice and the effect, if any, which the request is likely to have on the delivery date.
- 9.2 The Manufacturer shall use its best endeavours to minimise any adverse time and cost implications when complying with a Variation Notice.
- 9.3 The Company may, within ..... [3, 5, 7, 10] calendar days of receipt of Manufacturer's estimate, withdraw the Variation Notice or accept Manufacturer's variation estimate.

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