Twenty-one clauses. The figures are quoted.

A partner agreement is read twice: once by the buyer, once by the person who signs it. This is the same sheet, in order. What each clause commits is published; the number inside it — tier threshold, exclusivity volume, notice period — is set per partner and issued with your quotation, because it depends on your volume and your territory rather than on a price list.

> Structure note, not the contract text — the agreement is signed per partner.

CLAUSE		WHAT THE AGREEMENT COMMITS	WHERE THE FIGURE SITS
A	**Programme and price** — What sets your tier, and how long the number stays still.		
A1	**Tier qualification**	A tier is fixed by annual volume, the number of active model codes and the number of territories covered — not by the size of the first order.	Tier table, issued with the quotation
A2	**Price basis**	FOB, ex-works Jiangmen, or CIF to your port. One currency for the whole term, so a landed-cost sheet does not have to be rebuilt every shipment.	On the quotation
A3	**Price protection**	A quoted price holds for the period the agreement names. A raw-material or tariff move re-opens it only inside the review window that period defines — not between two shipments.	Review period, agreed
A4	**Volume review**	The tier is reviewed against the volume actually shipped, not against the forecast that was used to set it.	At each anniversary
B	**Identity and codes** — What leaves the plant, and whose name is on it.		
B1	**Nameplate and model code**	Your mark, your model code, your serial range. Nothing on the housing, the label or the manual points back to the factory.	Artwork approved at first article
B2	**Packaging**	Neutral carton from one piece; your print, insert, manual and desiccant from 100 pieces. The dieline is issued for your approval before the carton is printed.	Print spec and dieline
B3	**Document set**	Test sheet and manual carry your company name and the serial range you shipped, so a service case is traceable from your desk.	Template agreed before the first run
B4	**Reserved code**	A model code can be reserved to your programme: while the agreement runs, that code is not built for another buyer in your territory.	Bound to the territory clause
C	**Territory and channel** — The part every factory page leaves out.		
C1	**Exclusivity**	Granted by country or region against an agreed annual volume, for a stated term, reviewed at each anniversary against shipped volume.	Volume and term, in the agreement
C2	**Non-supply boundary**	Where exclusivity is granted, the same model code is not sold into that territory for the term of the agreement — not to a competitor, not to a tender, not from our own desk.	Written into the territory clause
C3	**Channel boundary**	A reserved code is not listed on our storefront and not quoted to accounts you have registered with us for the term.	Written into the territory clause
C4	**End of term**	If the agreement is not renewed, existing stock is sold through by both sides before the code is released — no sudden parallel supply the month after.	Run-out window, agreed
D	**Engineering and change control** — Who approves a change, and who owns what was built.		
D1	**Change approval**	No change to a released build — component, firmware or artwork — ships without your written approval. Changes are notified with the affected serial range.	Notice period, agreed
D2	**Sample and first article**	One evaluation unit first, then a first article built to your print. Both are priced and dated before they start, and both are counted in the ramp rather than sitting outside it.	Sample price and NRE, per programme
D3	**Tooling and IP**	Tooling, artwork, firmware and parameter files developed for your programme remain yours. NDA is signed before any drawing or parameter file is shared.	NDA as standard
D4	**End of life**	A code being discontinued is notified before the last buy, so a replacement is qualified while the old one can still be ordered.	Notice period, agreed
E	**Supply and after-sales** — What happens between the purchase order and the fifth year.		
E1	**Lead time**	10 days on standard builds, 1–5,000 pieces. First-article and cabinet builds are dated per order, before the order is placed.	Per order, on the quotation
E2	**Stock and split delivery**	A repeat programme can reserve stock against a rolling forecast and draw it in splits, instead of carrying the whole container at once.	Reservation ceiling, agreed
E3	**Warranty**	12 months factory warranty — replacement unit or board kit, your choice of route. The claim is handled through your account, not around it.	Standard term
E4	**Spare parts**	Board kits, keypad, fan and parameter recovery kept available for the service life the agreement names, so a five-year-old unit is a repair rather than a write-off.	Service-life commitment, agreed
E5	**Failure analysis**	A returned unit comes back with a written analysis to your service desk — cause, batch, and what changed in production — not a replacement with no explanation.	Response window, agreed

What is not on this sheet: discount bands, exclusivity thresholds, stock ceilings, notice periods and service-life commitments. They are commercial terms, negotiated per partner instead of published — asking for your own numbers is the first step, not the last. The clause structure above is what you can hold us to; the numbers inside it are agreed in writing before the first production order.

Quotation, samples and the negotiated sheet
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