

INTERNATIONAL SALE CONTRACT

Contract No.: _____

Date: _____

BETWEEN:

THE SELLER:

Company Legal Name: _____

Registered Office Address: _____

City: _____ Country: _____

Registration/Fiscal Number: _____

Represented by (Name & Position): _____

Tel: _____ Fax: _____

Email: _____

(hereinafter referred to as "the Seller")

AND

THE BUYER:

Company Legal Name: _____

Registered Office Address: _____

City: _____ Country: _____

Registration/Fiscal Number: _____

Represented by (Name & Position): _____

Tel: _____ Fax: _____

Email: _____

(hereinafter referred to as "the Buyer")

Both Parties declare an interest in the sale and purchase of goods under the present Contract and undertake to observe the following agreement:

ARTICLE 1 — PRODUCTS / GOODS

Under the present Contract, the Seller undertakes to supply, and the Buyer to purchase, the following goods:

Product Name / Description	Specifications / Model	Quantity	Unit	Unit Price (Currency)	Total (Currency)

Quality Standards: _____

Country of Origin: _____

ARTICLE 2 — PRICE

Total Amount (in numbers): _____

Total Amount (in words): _____

Currency: _____

The aforementioned price:

☐ Is the sum total of the prices of all Products and quantities as set out in Article 1

☐ Is the sum total of the prices of all Products and quantities as set out in Annex 1

Price Revision Clause (optional): Both Parties undertake to renegotiate the agreed price when affected by significant changes in the international market, or by political, economic or social situations in the country of dispatch or destination of the Product, which may damage the

interests of either party.

ARTICLE 3 — DELIVERY TERMS (INCOTERMS®)

Incoterms® Rule: _____ (e.g., EXW, FCA, FAS, FOB, CFR, CIF, CPT, CIP, DAP, DPU, DDP — Incoterms® 2020)

Place of Delivery: _____

Port of Loading: _____

Port of Destination: _____

Latest Shipment Date: _____

Mode of Transport: ☐ Sea ☐ Air ☐ Road ☐ Rail ☐ Multimodal

Partial Shipments: ☐ Allowed ☐ Not Allowed

Transshipment: ☐ Allowed ☐ Not Allowed

The goods shall be delivered at the agreed place, and to the transport agent designated by the Buyer, at least twenty-four hours before the deadline established in the present Contract. Should the Buyer fail to take charge of the goods on arrival, the Seller shall be entitled to demand the fulfillment of the Contract and payment of the agreed price.

ARTICLE 4 — PACKAGING AND MARKING

The Seller undertakes to deliver the Products hereunder, suitably wrapped and packaged for their specific characteristics and for the conditions of transport to be used.

Goods shall be packed in strong _____ (wooden cases / cartons / containers / other) suitable for long-distance _____ (ocean / air / road) transportation and well protected against moisture, shock, rust, and corrosion.

The Seller shall mark on each package with non-fading paint the following: package number, gross weight, net weight, dimensions, and the words "HANDLE WITH CARE," "KEEP AWAY FROM MOISTURE," and "THIS SIDE UP".

ARTICLE 5 — INSPECTION AND QUALITY CONTROL

The goods shall be inspected by _____ before shipment.

The Seller guarantees that the goods meet the required quality standards and are free from defects in material and workmanship.

Inspection Certificate: The quality, specifications, quantity and weight of the goods shall be certified by _____.

ARTICLE 6 — PAYMENT TERMS

The Buyer undertakes to pay the total price which appears in the present Contract. Payment shall be effected by the following method (select one):

☐ Letter of Credit (L/C): Irrevocable, confirmed Letter of Credit payable at sight, to be opened by the Buyer in favor of the Seller through _____ Bank, valid for _____ days after shipment.

☐ Bank Transfer / Wire Transfer: Direct transfer to the Seller's bank account as specified below.

☐ Documents Against Payment (D/P): Through collection via _____ Bank.

☐ Advance Payment: _____ % upon contract signing, balance _____ % before shipment.

Seller's Bank Details:

Bank Name: _____

Account Name: _____

Account Number: _____

SWIFT/BIC: _____

IBAN (if applicable): _____

Payment Schedule:

_____ % (_____) upon contract signing

_____ % (_____) upon shipment

_____ % (_____) upon delivery

ARTICLE 7 — DOCUMENTS REQUIRED

The Seller shall provide the following documents:

1. Commercial Invoice — _____ copies, indicating Contract No. and shipping marks
2. Packing List / Weight Memo — _____ copies
3. Bill of Lading / Air Waybill — full set of clean, shipped, "freight prepaid" / "freight collect"
4. Certificate of Origin — _____ copies
5. Certificate of Quality — _____ copies
6. Certificate of Quantity / Weight — _____ copies
7. Insurance Policy — _____ copies (if CIF terms apply)
8. Inspection Certificate — _____ copies (if required)
9. Other documents as required by Buyer's country regulations:

ARTICLE 8 — INSURANCE

Insurance shall be covered by:

☐ The Seller (for CIF terms): for _____ % of the invoice value against
_____ Risks

☐ The Buyer (for FOB / CFR / EXW terms): to be arranged by the Buyer after shipment

☐ Other: _____

ARTICLE 9 — SHIPPING NOTIFICATION

Immediately after the goods are shipped, the Seller shall notify the Buyer by

_____ (email / fax / telex) of the contract number, product name, quantity, invoice value, vessel/flight number, port of loading, port of destination, and expected arrival date.

ARTICLE 10 — WARRANTY AND CLAIMS

Warranty Period: The Seller warrants that the goods shall be free from defects for a period of _____ months from the date of _____ (shipment / delivery / installation).

Claims Notification: Any claims regarding defects, quality issues, or shortages must be reported in writing within _____ days of receipt of the goods.

Claim Settlement: The Seller shall, at its option, either replace the defective goods, repair them, or refund the purchase price, provided that the Buyer's claim is found to be valid.

ARTICLE 11 — FORCE MAJEURE

Neither party shall be liable for delays or failures caused by events beyond their reasonable control, including but not limited to: natural disasters, war, hostilities, military actions, blockade, government restrictions, import/export prohibitions, epidemics, pandemics, strikes, or any other circumstances beyond the parties' will.

If a Force Majeure event occurs, the affected party shall:

1. Notify the other party in writing within _____ days of its occurrence
2. Provide a certificate of the event issued by the relevant Chamber of Commerce or competent authority

If the Force Majeure event continues for more than _____ days, either party shall have the right to terminate the Contract without liability to the other party.

ARTICLE 12 — INTELLECTUAL PROPERTY

The Seller warrants that the goods do not infringe upon any intellectual property rights (including but not limited to patents, trademarks, copyrights, or industrial designs) of any third party. The Seller shall indemnify and hold the Buyer harmless against any claims, damages, or expenses arising from any such infringement.

ARTICLE 13 — CONFIDENTIALITY

Both Parties undertake to keep confidential all commercial, technical, and financial information disclosed during the negotiation and performance of this Contract. This obligation shall survive the termination of this Contract for a period of _____

years.

ARTICLE 14 — GOVERNING LAW

This Contract shall be governed by and construed in accordance with:

☐ The UN Convention on Contracts for the International Sale of Goods (CISG)

☐ The laws of _____

☐ The UNIDROIT Principles of International Commercial Contracts

ARTICLE 15 — DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Contract shall be resolved as follows:

☐ Friendly Negotiations: The Parties shall first attempt to resolve the dispute through good-faith negotiations.

If negotiations fail, the dispute shall be settled by:

☐ Arbitration: Under the rules of _____ Arbitration Commission, in _____ (city/country). The arbitration award shall be final and binding upon both Parties.

☐ Litigation: Before the competent courts of _____.

Language of Proceedings: _____

ARTICLE 16 — TERMINATION

This Contract may be terminated by either Party:

1. By mutual written agreement of both Parties
2. By either Party upon _____ days' written notice to the other Party in the event of a material breach that remains uncured for _____ days after written notice thereof
3. Immediately in the event of insolvency, bankruptcy, or cessation of business of the other Party

ARTICLE 17 — MISCELLANEOUS

1. Entire Agreement: This Contract (including any annexes) constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.
2. Amendments: Any amendments or modifications to this Contract must be made in writing and signed by authorized representatives of both Parties.
3. Severability: If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
4. Waiver: The failure of either Party to enforce any provision of this Contract shall not constitute a waiver of such provision or any other provision.
5. Notices: All notices under this Contract shall be in writing and sent to the addresses specified above by email, registered mail, or courier.
6. Counterparts: This Contract may be executed in multiple counterparts, each of which shall be deemed an original.

ARTICLE 18 — EFFECTIVE DATE AND DURATION

This Contract shall become effective on the date of the last signature below and shall remain in force until the full performance of all obligations by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

THE SELLER:

Signature: _____

Name: _____

Position/Title: _____

Company Stamp: _____

Date: _____

THE BUYER:

Signature: _____

Name: _____

Position/Title: _____

Company Stamp: _____

Date: _____

ANNEX 1 — PRODUCT SPECIFICATIONS (if applicable)

(Attach detailed product specifications, technical drawings, quality requirements, packaging instructions, and any other relevant details here.)

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