

AU-SGAsog01

Export contract: terms and conditions for sale of goods abroad

Contents

1. Definitions
2. Interpretation
3. Entire agreement
4. Warranties for authority
5. Acceptance of Purchase Order
6. The contract
7. The Price and payment: general terms
8. Payment method and interest
9. Taxes and duties
10. Compliance with the Standards
11. Transportation
12. Packaging and delivery
13. Risk and retention of title
14. Inspection of the Goods upon delivery
15. Liability for subsequent defects
16. Intellectual Property rights
17. Confidentiality
18. Limitation of liability
19. Assignment
20. Indemnities
21. Damages not adequate
22. Dispute resolution
23. Uncontrollable events
24. Miscellaneous matters

Schedule 1: List of Goods and description

Schedule 2: The Price

Schedule 3: Standards

- [illegible]

3. Entire agreement

- [illegible]

AND

[illegible]

6. The contract

[illegible][illegible][illegible]

6.4. The Supplier ■■:

6.4.1 the Goods comply ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
 ■■■■■■■; ■■■■

[illegible]

6.5. The Supplier ■■

[illegible][illegible]

6.8. Each of the parties hereby agrees that all terms, _____,
_____, _____,
_____, _____.

8. Payment method and interest

[Option one:]

8.1. The Purchaser shall within [7] days

OR

[Option two: use]

8.2. Payment of the Price shall 30

8.3. Payment shall be made by any of:

8.3.1 [direct debit, bank transfer in AUD]

8.3.2 by cheque made payable to Supplier's business account:

Account Name:

Account Number:

Sort Code:

8.4. No right of set off shall arise.

OR

[Option three:]

8.5. The Purchaser shall within [7] days of _____
_____, _____, _____ [_____
_____] _____.

8.6. Each letter of credit must be confirmed, transferable, irrevocable,
without recourse, []
[]
[], []
[].

- 8.7. The letter of credit shall be payable [30] .
- 8.8. Each letter of credit shall remain open for at 30 .
- 8.9. The terms of the letter of credit may be specified , .
- 8.10. The parties shall collaborate to take advantage of any double taxation treaties in force. Where there is an error on the , , .
- 8.11. In any event, the Supplier reserves the right to charge the Purchaser interest in respect of the late payment of [5] , .

9. Taxes

- [illegible]

9.4. The Supplier will indemnify the Purchaser against the _____

_____.

9.5. Wherever any sum is chargeable by the Supplier to the Purchaser for
services based on _____, _____
_____, _____, _____,

_____.

9.6. In any case where the Purchaser is prohibited by law from making a
payment to the Supplier without first withholding tax from that _____,
_____, _____,

_____. _____

_____.

10.1. In so far as the Goods must comply with the Standards of any country, _____
_____, _____.

10.2. So far as any Standard requires third _____ / _____
_____, _____.

10.3. The Purchaser shall ensure compliance of the _____
_____.

10.4. If the Purchaser fails to provide in the Purchase Order for any national
or _____, _____,
_____.

.....

_____ , _____
_____ .

12. Packaging and delivery

4

.....,

[illegible]

.....

13. Risk and retention of title

■ ■ ■ ■ ■ .

OR

```
pass .....
.....,.....
```

..... [.....
..... /].

13.3. In spite of delivery having,
..... :

13.3.1 the Purchaser ;
.....

13.3.2 no other sums
..... .

13.4. Until property in the Goods passes to
.....
..... .

13.5. The Purchaser shall store the Goods (at no cost to)
.....
.....
..... .

13.6. Notwithstanding that any of the Goods remain the property of the
Supplier
.....
.....
..... .

13.7. Any sale or dealing shall be a sale or use of
..... ,
.....
..... .

13.8. Until property in the Goods passes from the Supplier the entire
proceeds of sale of the
.....
.....
.....
..... .

13.9. The Supplier shall be entitled to recover
.....
..... .

13.10. If the Supplier asks
..... .

15. Liability for subsequent defects

[illegible][illegible]

15.1.2 the defect results only from faulty design;

[illegible][illegible]

15.3.

16. Intellectual Property rights

16.1. ■■■■■■ [■■■■■■■■■■■■■■■■■■■■] ■■■■■■■■■■
 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

16.2.

[illegible][illegible]

17. Confidentiality

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

17.1.4
.....:


```
17.1.5 .....
..... ( .....
..... );
```

[illegible]

17.2. This paragraph does not apply to disclosure:

[illegible]

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

17.3. .

[illegible]

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

[illegible]

18.2.1 indirect or consequential loss; or

[illegible][illegible]

.....
.....
.....

[illegible]

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

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22. Dispute Resolution

.....

23. Uncontrollable events

[illegible]

AND/OR

[illegible]

OR

[illegible]

23.4.

[illegible][illegible][illegible]

24. Miscellaneous matters

[illegible]

24.2. ■■■■■■■■■■ , ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■ .

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

[illegible][illegible]

24.13. $\frac{1}{2} \sqrt{2} \sqrt{1 + \frac{1}{2} \sqrt{2}}$, $\frac{1}{2} \sqrt{2} \sqrt{1 - \frac{1}{2} \sqrt{2}}$ [$\frac{1}{2} \sqrt{2} \sqrt{1 + \frac{1}{2} \sqrt{2}}$] $\frac{1}{2} \sqrt{2} \sqrt{1 - \frac{1}{2} \sqrt{2}}$.

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Signed by [director name] on behalf of [Purchaser company name] as its representative who personally accepts liability for the proper authorisation by [Purchaser company name] to enter into this agreement.

Schedule 1: Description of the Goods

Schedule 2: The Price

Schedule 3: Standards

Explanatory notes:

Export contract: terms and conditions for sale of goods abroad

General notes

Incoterms 2020

International Chamber of Commerce (the "ICC") has released Incoterms 2020, the ninth version of commercial rules of international trade. Incoterms 2020's purpose remains to facilitate the conduct of global trade by providing a standard set

Delivery, risks and costs are considered critical points in a sale contract across the border. Parties to a contract are often unaware that there are different trading practices in their respective countries, for example FOB for an American company may have a different meaning to FOB for an Australian trader. This can lead to misunderstanding and, in the worst scenario, costly

The basic purpose of each Incoterm is to clarify how functions, costs and risks are split between the buyer and seller in connection with the delivery of the goods. Each term clearly specifies the responsibilities of the seller and the buyer. The terms range from a situation in which everything is fundamentally

We have drawn this agreement on the assumption that you will use the Incoterms at least for transportation. If you use other Incoterms for insurance and other obligations then make sure you make

For detailed guidance about Incoterms 2020 and export ■■■■■■:

<https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/>

<https://www.austrade.gov.au/contact/faqs/what-are-incoterms>

Paragraph specific notes

Notes following the numbered paragraphs

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]

There is no copyright in know-how.

[illegible]

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

2. Interpretation

[illegible]

3. Entire agreement

[illegible]

4. Warranties for authority

[illegible][illegible]

Edit or delete as you require.

5. Acceptance of the Purchase Order

Take great care to specify what constitutes acceptance. From that moment both sides ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

6. The contract

[illegible][illegible]

7. The Price and payment: general terms

There are many ways to specify the price. You may have discussed it in different ways. So make quite clear where the price can be ■■■■ , ■■■■ ■■■■ .

If the price varies for different goods in a consignment, of over time, it is best to

8. Payment method and interest

In an export contract, there are various types ■■■■■■.

We have provided number of alternatives covering the ■■■■■■■■:

1. Cash in advance
2. Bank transfer or by cheque or draft
3. Letter of credit

The order of the above methods reflects  .

[illegible][illegible][illegible]

DDP – Delivered Duty Paid

The seller is responsible for delivering the goods to the named place. The seller must pay all costs in bringing the goods

Rules for Sea and Inland Waterway Transport

The four rules defined by Incoterms for international :
 :

FAS – Free Alongside Ship

[illegible]

FOB – Free on Board

The seller is responsible for loading the goods on board the vessel nominated by the buyer. . The seller must

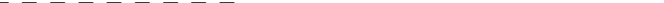
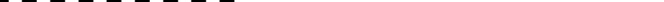
CFR – Cost and Freight

The seller must deliver the goods to the buyer and pay ■■■■■■■■■■
 ■■■■■■■■■■
 ■■ . ■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■
 ■■■■■■■■■■ . ■■■■■■■■■■
 ■■■■■■■■■■ .

CIF – Cost, Insurance and Freight

CIF is exactly the same as CFR except $\pi_i^j = \pi_i^j$ for all i, j .

12. Packaging and delivery

There is little  .

We suggest leave it as is.

13. Risk and retention of title

[illegible]

If you are paid up front, delete.

If you need _____, _____
_____.

14. Inspection of the Goods upon delivery

[illegible]

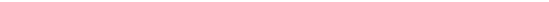
15. Liability for subsequent defects

[illegible]

16. Intellectual Property rights

[illegible]

17. Confidentiality

We have given you a .

18. Limitation of liability

[illegible]

.....
.....

19. Assignment

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

20. Indemnities

These mutual indemnities are reasonable. However,
.....
.....
.....

21. Damages not adequate

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

22. Dispute resolution

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

23. Uncontrollable events

Often referred to as “force”.
.....
.....

Remember that it works both
.....
.....

24. Miscellaneous matters

[illegible]

Schedule 1: Description of the Goods

[illegible]

Schedule 2: The Price

We have no comment.

[illegible]

End of notes