Export contract: terms and conditions for sale of goods abroad

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- 23. Uncontrollable events
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Schedule 1: List of Goods and description

Schedule 2: The Price Schedule 3: Standards

This	agreement is dated: [date]	
It is r	nade between:	
	ber] and] whose registered •	orated in Canada [under incorporation number
AND		
	Pty Ltd], a Supplier incorpo	rated in [Australia], whose main place of business is ■ ■ " ■ ■ ■ ").
Back	ground:	
A.	The Supplier is a designer wheels. The Purchaser is a second seco	, manufacturer and merchant of high performance
B.	shall be undertaken by the	he Purchaser has agreed that export of the Goods Supplier to the Purchaser's place • • • • • • • • • • • • • • • • • • •
It is r	now agreed as follows:	
1.	Definitions	
	In this agreement, the follo	wing words shall have the following meanings, ■ ■ ■ ■ ■ ■ :
	"Confidential Information"	means all information about a party but does not include information that it is reasonably necessary to disclose to a customer or other person in the
		■ ■ ■ ■ . It includes among other things:
		information about staff, their personal contact information, businesses, methods of doing business,
		■■■■. information about suppliers, agents, ■■■■■■

...... information about the Intellectual Property and "Goods" means the goods supplied to the Purchaser by the Supplier pursuant to or in connection with means latest version of pre-defined commercial "Incoterm" rules of international trade published by ■ ■ ■ ■ _____2020 . "Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$, "Know-how" means methods, procedures and ways of working and organising which are "Purchase Order" means the document setting out the Purchaser's requirements for the Goods, together "Price"

2. Interpretation

"Standards"

In this agreement unless the context otherwise requires:

2.1.	a reference to a person includes a human individual, a corporate entity and any organisation
2.2.	In connection with any benefit given by this agreement, a reference to a party includes ••••••••••••••••••••••••••••••••••••
2.3.	a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a • • • • • • • • • • • • • • • •
2.4.	a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context
2.5.	Any agreement by any party not to do or omit to do something includes an obligation not to allow some
2.6.	[Except where stated otherwise,] any obligation of any person arising from this ••••••••••••••••••••••••••••••••••••
2.7.	a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
2.8.	This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
Enti	re agreement
3.1.	This agreement contains the entire agreement between the parties and supersedes all

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	3.2.	Conditions, warranties or other terms implied by statute or common law in any country, are excluded *** *
	3.3.	Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information
	3.4.	As an exception to the last previous sub paragraph, the parties do rely
		[Enter list of other docs and dates ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
4.	War	ranties for authority
	Each	of the parties warrants that:
	4.1.	it has power to enter into this agreement.
	4.2.	it is not aware of anything within its reasonable control which might or will adversely affect ••••••••••••••••••••••••••••••••••••
	4.3.	it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for winding ••••••••••••••••••••••••••••••••••••
	4.4.	neither party shall have, nor represent that it has, any authority to make any commitment on the
5.	Acc	eptance of Purchase Order
	5.1.	The Purchase Order is an offer to •••••••••••••••••••••••••••••••••••
	5.2.	Nothing said or done by the Supplier is an acceptance of a Purchase Order
	OR	
	5.3.	Nothing said or done by the Supplier is an acceptance of the Purchase Order until the Supplier confirms • • • • • • • • • • • • • • • • • • •

AND

	5.4.	At any	time before the Goods are
6.	The	contr	act
	6.1.	The Su ■ ■ ■ ■	upplier agrees to sell the
	6.2.	particu	as the Purchaser request the Supplier to provide the Goods on a lar Purchase Order,
	6.3.	The Pu	urchaser agrees to provide accurate, timely
	6.4.	The Su	upplier = = = = = = = = = = = = = = = = = = =
		6.4.1	the Goods comply ••••••••••••••••••••••••••••••••••••
		6.4.2	are of satisfactory quality • • • • / • • • • • • • • • • • • • •
	6.5.	The Su	upplier = = = = = = = = = = = = = = = = .
	6.6.	With e	ffect from today the Supplier and
	6.7.	Either	party may change the authorised
	6.8.	Each c	of the parties hereby agrees that all terms,

6.9.	Nothing in this contract shall prevent the Supplier from entering into a similar contract
The	Price and payment: general terms
7.1.	The Price of the Goods shall be the
OR	
7.2.	The Price • • • • • • • • • • • • • • • • • • •
OR	
7.3.	The Price is •••••••••••••••••••••••••••••••••••
AND	
7.4.	Once agreed, the Price for the
7.5.	The Price includes the cost of packaging.
7.6.	Prices are exclusive of import duty or any
7.7.	If any applicable law requires any tax or charge to be deducted before payment,
7.8.	Any sum due under this agreement not expressed in Canadian Dollar shall

 \blacksquare \blacksquare \blacksquare .

Pay	ment	method and interest
[Opti		• • • • • • • • • • J
8.1.	The Po	urchaser shall within [7] days
		•••••
OR		
[Opti		use = = = = = = = = = =]
8.2.		ent of the Price shall
0.2.	■ ■ ■ I	
8.3.	Payme	ent shall be made by any of:
	8.3.1	[direct debit, bank transfer in CAD]
	8.3.2	by cheque made payable to Supplier's business account:
		Account Name:
		Account Number:
8.4.	No rigi	nt of set off shall arise.
OR		
[Opti		
8.5.		, urchaser shall within [7] days of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		• • • • • •] • • • • • • • • • • •
8.6.		etter of credit must be confirmed, transferable, irrevocable,
	withou	t recourse,
		,
0.7		
8.7.		tter of credit shall be payable [30]
		1

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
Tax	es
Tax (9.1.	This paragraph relates to all sales, transfer and other taxes or import duty ("Tax") imposed
	This paragraph relates to all sales, transfer and other taxes or import duty ("Tax") imposed
9.1.	This paragraph relates to all sales, transfer and other taxes or import duty ("Tax") imposed

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 ,,, ,,, ,,, ,,, ,,, ,,
Com	pliance with the Standards
10.1.	In so far as the Goods must comply with the Standards of any country,
10.1.	In so far as the Goods must comply with the Standards of any country, ,
10.2.	,
10.2.10.3.	So far as any Standard requires third

11. Transportation

inere	e are ma ■ ■ ■ ■	any ways and alternative deals possible.
• • •	■ ■ ■ , □	
1.1.		lowing Incoterms
	11.1.1	EXW [named • • • • , • • • • • • • • • • • • • •
	11.1.2	FCA [named = = = , = = = = = = =] = = = ® 2020
	11.1.3	CPT [named = = = , = = = = = = =] = = = ® 2020
	11.1.4	CIP [named = = = , = = = = = =] = = = ® 2020
	11.1.5	DPU [named = = = , = = = = = =] = = = ® 2020
	11.1.6	DAP [named = = = , = = = = = =] = = = ® 2020
	11.1.7	DDP [named • • • • , • • • • • • • • •] • • • • ® 2020
	Rules f	or Sea and Inland Waterway Transport
	11.1.8	FAS [named = = = , = = = = = = =] = = = ® 2020
	11.1.9	FOB [named = = = , = = = = = =] = = = ® 2020
	11.1.10	· CFR [named = = = , = = = = = = = =] = = = ® 2020

		11.1.11 CIF [named • • • , • • • • • • • • •] • • • • ® 2020
	11.2.	All rights, obligations,
	11.3.	Unless otherwise agreed in this agreement so far
12.	Pac	kaging and delivery
	12.1.	The Goods shall be marked • • • • • • • • • • • • • • • • • • •
	12.2.	The Supplier shall deliver the Goods • • • • • • • • • • • • • • • • • • •
	12.3.	If the Supplier agrees with the Purchaser to deliver on a particular day or at a particular time, the Supplier
	12.4.	Time for delivery specified on the Purchase Order,
13.	Risk	and retention of title
	13.1.	The Goods shall
	OR	
	13.2.	Ownership of the Goods which are the subject of this contract shall not pass ,

13.3.	In spite of delivery having
	13.3.1 the Purchaser
	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
13 11	The Purchaser shall not in any way charge by way of security for any
	indebtedness any of

	13.12	The Purchaser shall keep the Goods insured to
	13.13	If, when the Supplier asks, the Purchaser fails to deliver to
14.	Insp	ection of the Goods upon delivery
	14.1.	Immediately upon taking delivery of the Goods, the Purchaser shall examine
	14.2.	If the Purchaser finds any defect in the quality or quantity of the Goods, or a failure to comply with
	14.3.	
	14.4.	,
15.		oility for subsequent defects
	15.1.	
		15.1.1

		15.1.2	the defect	results c	only fron	n faulty	⁄ desi	gn;			
		15.1.3								 	
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	15.2.										••
	15 3									 	
	10.0.										
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		■,■■					•				
16.	Inte	llectua	al Prope	rty rig	hts						
	16.1.		[-					■]■		 	
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	16.2.										
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	16.3.									 	
	16.4.									 	
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17	Con	fident	iality								
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	17.1.										- -
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17.1.2		•	•••					.,	• • • •	••
17.1.3										
17.1.4									••••	
17.1.5			- (-							
17.1.6	••••	•	• • • •							
This pa				ly to d	isclosı	ure:				
17.2.1		•••	• • • •	•			, .	■ ■ , ■		
17.2.2					•••	•••	•••		••••	
	17.1.1 17.1.2 17.1.3 17.1.6 This pa 17.2.1	17.1.1	17.1.1	17.1.1	17.1.1	17.1.1	17.1.1	17.1.1	17.1.1	17.1.1

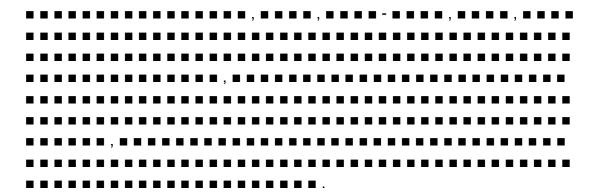
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	17.2.4																					
	17.2.5																					
	17.2.6																				 • •	
	17.2.7		• • •				 	. .	•		• •		• •	•	-			•			-	
	17.2.8		•						•	•		= 1			-		—	•	•		• •	
	17.2.9													•				•	•	- ·	•	
17.3.																						
17.4.		•••	• • •	•••	•••		• • • •		I	•	• •	•	• •	•	- 1	• •	•	•	•		 	
17.5.				::										- • •			•	=	• •	•	•	
						'			_					_	_ '		_	•				

17.2.3

17.6.	
LIMI	tation of liability
18.1.	•
18.2.	
	18.2.1 indirect or consequential loss; or
	18.2.2
	18.2.3
18.3.	,
	-,
18.4.	
10 E	

18.5.1	••••;	 	• • • • • •	• • • • • • • •
18.5.2	·	 		
18.5.3				
		 ,	,	

19. Assignment



20. Indemnities

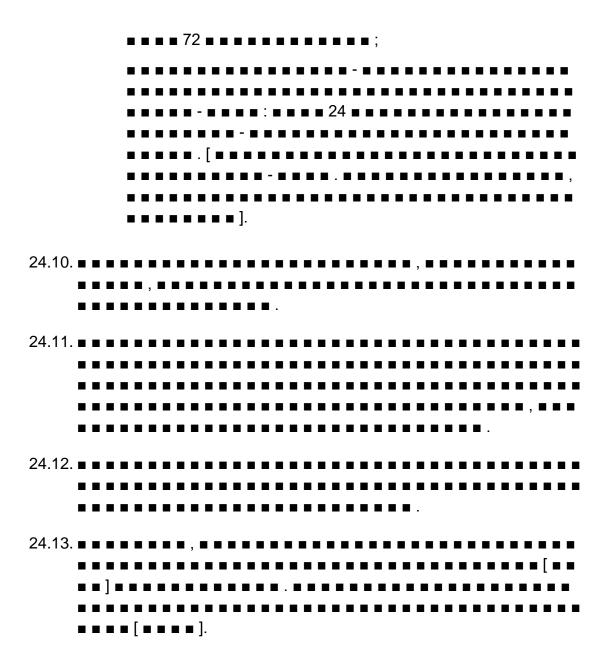
20.1.							
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20.2.		 					
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	00.0.4						
	20.2.1					•••••	
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	20.2.2				• • • • • • •		

	20.2.3
	20.3.
	20.4.
	20.5.
21.	Damages not adequate
22.	Dispute Resolution

23 .		nc	()	nti	rol	lah	le	eve	nts
ZJ.	u		v		UI.	ıav	ıC	$\mathbf{C} \mathbf{V} \mathbf{C}$	IILO

23.1.		• [•]			•••	•••	•••	••	••	. .			••
AND/0	OR														
23.2.						• • •	::	::		■ ■	••	••	•••	:	
OR															
23.3.							•••	•••	•••	■ ■ ■], • ■ ■	• • • • • • • • • • • • • • • • • • •	•••			
23.4.	•••								-					• • 1	
23.5.		• • •				• • •	 ••	, ■	•••		•••	• •		. [I ■
23.6.	•••													1	
23.7.	:::			• • •			 ••			••	••				••
Misc	ellar	neou	ıs m	natte	ers										
24.1.	•••						 		•••	 	•••				

24.2.	,,
	•••••
24.3.	
24.4	
24.4.	
24.5.	
24.6.	
247	
24.7.	
24.8.	
21.0.	
24.9.	
	It shall be deemed to have been delivered:



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

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 a Canadian 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, ■ ■ ■ ■ ■ ■ ■ :

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

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

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really THE STATE OF THE
Please read the general notes sent along with ■ ■ ■ ■ ■ ■ ■ .
Here we have provided a very full menu of items to cover in "Confidential Information". Depending on your business, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
There is no copyright in know-how.
By all means use the find/replace function in your word processor to change them. If you do change a defined term, make sure it •••••••••••••••••••••••••••••••••••
Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the BBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. If other documents are to be relied on, let them be listed
Warranties for authority
This paragraph prevents the party from saying later that it was not aware of some circumstance detrimental to other party or which may cause a breach of the agreement. It is more important when
The term also binds the signatory. It would be a very careless director who
signed this document while he = = = = = = = = = = = = = = = = = =

Edit or delete as you require.

2.

3.

4.

5. Acceptance of the Purchase Order

	Take great care to specify what constitutes acceptance. From that moment both sides • • • • • • • • • • • • • • • • • • •					
The contract						
	This paragraph is concerned with the basics of what each side is expected to do and not do. It is intended to be a summary,					
	Edit as much as you like. But we suggest you do cover points that may be important to you, to enable you to					
	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 — — — — — — — — — — — — — — — — .					
	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 • • • • • • • • • • • • • • • • • • •					
	For example, "cash in advance" ensures full payment					
	While agreeing payment by letter of credit you will have to \blacksquare					
	We suggest you edit this paragraph					
	We have also included an interest provision – a useful provision to promote					

7.

8.

fast payment. The rate and cumulating period • • • • • • • • • • • • •

9.	Taxes						
	It is important to make this point clear.						
	A basis of taxation can change at the whim of a government. Because you can never know exactly what tax may be charged nor how it will be collected, you should use this						
10.	Compliance with the Standards						
	This is a simple provision to make						
	Otherwise it remains constant source of litigation.						
11.	Transportation						
	Incoterms are not legally binding, unless they are incorporated I I I I I I I I I I I I I I I I I I						
	We have worded Incoterms in this paragraph prescribed by the International Chamber of Commerce. Failure to incorporate the correct version of ■ ■ ■ ■						
	•••••						
	Below is a basic summary ••••••••••••••••••••••••••••••••••••						
	The seven rules defined by Incoterms 2020 for $\blacksquare \blacksquare \blacksquare$						
	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						

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 \blacksquare \blacksquare \blacksquare ,
•••••••••••
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
The seller pays for carriage and insurance to the named destination point, ■ ■
•••••••
DAP – Delivered at Place
The seller pays for carriage to the named place, except for costs related to import clearance,
•••.
DPU – Delivered at Place Unloaded
The seller pays for carriage, except for costs related to import clearance, and assumes all risks • • • • • • • • • • • • • • • • • •

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 $\blacksquare \blacksquare \blacksquare$	-
Rules for Sea and Inland Waterway Transport	
The four rules defined by Incoterms for international	
FAS – Free Alongside Ship	
The seller is responsible for delivering goods to the buyer by placing the goods alongside the ship at the named port.	
FOB – Free on Board	
The seller is responsible for loading the goods on board the vessel nominate by the buyer The seller must	d •
CFR – Cost and Freight	
The seller must deliver the goods to the buyer and pay the costs and freight bring the goods to the port of destination.	tc
	•
CIF – Cost, Insurance and Freight	
CIF is exactly the same as CFR except	•
	-
Packaging and delivery	
	_
There is little = = = = = = = = = = = = = = = = = = =	I
We suggest leave it as is.	

13. Risk and retention of title

	This important paragraph reflects current law.						
	•••						
	If you are paid up front, delete.						
	If you need = = = = = = = = = = , = = = = = = = =						
14.	Inspection of the Goods upon delivery						
	We have provided a sound arrangement						
15.	Liability for subsequent defects						
	A framework of practical business provisions. The last sub-paragraph refers ■						
16.	Intellectual Property rights						
	This paragraph may be very important to you or not important						
17.	Confidentiality						
	We have given you a • • • • • • • • • • • • • • • • • •						
18.	Limitation of liability						
	This is powerful protection for the supplier. It is usual to have some limit ■ ■						

	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

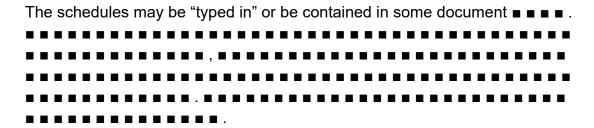
Assignment

19.

Miscellaneous matters

		■,■■■						
A numb	per of sp	pecial po	ints. We	have ider	ntified ead	ch of thes	e as imp	ortant ■ ■

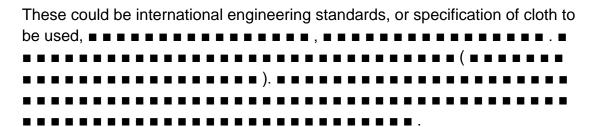
Schedule 1: Description of the Goods



Schedule 2: The Price

We have no comment.

Schedule 3: Standards



End of notes