

IE-SGAsog01

Export contract: terms and conditions for sale of goods abroad

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Schedule 1: List of Goods and description

Schedule 2: The Price

Schedule 3: Standards

information about the Intellectual Property and ■
 ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ ■ .

[illegible][illegible]

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, ■■■■■■ , ■■■■ , ■■■■ - ■■■■ , ■■■■■■■■■■ , ■■■■■■■■■■ .

means methods, procedures and ways of working
and organising which are ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

[illegible]

means the price of the Goods as set ■■■■■■
■■■■■■■■■■■■■■■■■■.

means the standards, protocols and regulatory requirements as ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 3 .

2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

3. Entire agreement

- 3.1. This agreement contains the entire agreement between the parties and supersedes all ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
- .

AND

5.4. At any time before the Goods are ,

.

6. The contract

[illegible][illegible][illegible]

6.4. The Supplier ■■:

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

[illegible]

6.5. The Supplier ■■.

6.6. With effect from today the Supplier and

[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 EUR]

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

Account Name:

Account Number:

8.4. No right of set off shall arise.

OR

[Option three:]

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

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 least 30 days after the date of expiry of the contract.
- 8.9. The terms of the letter of credit may be specified as follows:
- 8.10. The parties shall collaborate to take advantage of any double taxation treaties in force. Where there is an error on the part of either party, it shall be corrected by the other party.
- 8.11. In any event, the Supplier reserves the right to charge the Purchaser interest in respect of late payments, calculated at [5] per cent per annum.

9. Taxes

- 9.1. This paragraph relates to all sales, transfer and other taxes or import duty ("Tax") imposed _____, _____, _____, _____.
- 9.2. Insofar as any Tax is recoverable or can _____, _____.
- 9.3. Tax shall be stated separately on the Supplier's invoices, collected _____, _____.
- 9.4. The Supplier will indemnify the Purchaser against the _____.

11. Transportation

[There are many ways and alternative deals possible.

.

,

].

[illegible]

11.1.1 EXW [named ■■■■ , ■■■■■■■■■■■■] ■■■■®
2020 .

[illegible]

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 for 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

[illegible]

[illegible]

12. Packaging and delivery

[illegible][illegible]

12.3. If the Supplier agrees with the Purchaser to deliver on a particular day or at a particular time, the Supplier _____

[illegible]

13. Risk and retention of title

13.1. The Goods shall

OR

[illegible][illegible]

13.3.1 the Purchaser ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■;
■■■■

[illegible][illegible]

18. Limitation of liability

[illegible]

18.2.

18.2.1 indirect or consequential loss; or

18.2.2 ,
 :

[illegible]

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

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

19. Assignment

[illegible]

20. Indemnities

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

[illegible][illegible]

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

[illegible]

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[illegible][illegible]

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 cross 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 Irish 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, ■ ■ ■ ■ ■ ■ ■ ■ :

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

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

19. Assignment

[illegible]

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 majeure”.
 .
 .

[illegible]

24. Miscellaneous matters

[illegible]

Schedule 1: Description of the Goods

[illegible]

Schedule 2: The Price

We have no comment.

Schedule 3: Standards

[illegible]

End of notes