IN-SGAsog01

Export contract: terms and conditions for sale of goods abroad

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Schedule 1: List of Goods and description
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This agreement is dated: [date]

It is made between:

[ABC Pvt Ltd], a company incorporated in India [under company registration number [number] and] whose registered ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■] (■ ■ ■ ■ " ■ ■ ■ ■ ").

AND

[DEF Pty Ltd], a Supplier incorporated in [Australia], whose main place of business is ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■], (■ ■ ■ ■ " ■ ■ ■ ■ ").

Background:

A. The Supplier is a designer, manufacturer and merchant of high performance wheels. The Purchaser is ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	■ ■ ■ ■ ■ . information about the Intellectual Property and ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ .
“Goods”	means the goods supplied to the Purchaser by the Supplier pursuant to or in connection with ■ ■ ■ ■ ■ ■ ■ ■

2.1. a reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.2. In connection with any benefit given by this agreement, a reference to a party includes [redacted], [redacted].

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 [redacted], [redacted], [redacted] - [redacted].

2.4. a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [redacted]. [redacted].

2.5. Any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted].

2.6. [Except where stated otherwise,] any obligation of any person arising from this [redacted].

2.7. a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted].

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 [redacted], [redacted].

3. Entire agreement

3.1. This agreement contains the entire agreement between the parties and supersedes all [redacted].

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3.2. Conditions, warranties or other terms implied by statute or common law in any country, are excluded ■ ■ ■

AND

5.4. At any time before the Goods are [redacted] , [redacted] .

6. The contract

6.1. The Supplier agrees to sell the [redacted] .

6.2. So far as the Purchaser request the Supplier to provide the Goods on a particular Purchase Order, [redacted] , [redacted] - [redacted] . [redacted] , [redacted] .

6.3. The Purchaser agrees to provide accurate, timely [redacted] .

6.4. The Supplier [redacted] :

6.4.1 the Goods comply [redacted] ; [redacted]

6.4.2 are of satisfactory quality [redacted] / [redacted] .

6.5. The Supplier [redacted] .

6.6. With effect from today the Supplier and [redacted] .

6.7. Either party may change the authorised [redacted] .

6.8. Each of the parties hereby agrees that all terms, [redacted] , [redacted] .

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6.9. Nothing in this contract shall prevent the Supplier from entering into a similar contract [redacted].

7. The Price and payment: general terms

7.1. The Price of the Goods shall be the [redacted] ‘ [redacted].

OR

7.2. The Price [redacted].

OR

7.3. The Price is [redacted] 2 [redacted].

AND

7.4. Once agreed, the Price for the [redacted] [[redacted]] [redacted].

7.5. The Price includes the cost of packaging.

7.6. Prices are exclusive of import duty or any [redacted], [redacted].

7.7. If any applicable law requires any tax or charge to be deducted before payment, [redacted], [redacted].

7.8. Any sum due under this agreement not expressed in Indian Rupee shall [redacted].

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8. Payment method and interest

*[Option one: ■■■

8.8. Each letter of credit shall remain open for at [redacted] 30 [redacted].

8.9. The terms of the letter of credit may be specified [redacted], [redacted].

8.10. The parties shall collaborate to take advantage of any double taxation treaties in force. Where there is an error on the [redacted], [redacted], [redacted].

8.11. In any event, the Supplier reserves the right to charge the Purchaser interest in respect of the late payment of [redacted], [redacted], [redacted] [5] [redacted], [redacted].

9. Taxes

9.1. This paragraph relates to all sales, transfer and other taxes or customs duty ("Tax") imposed [redacted], [redacted], [redacted]. [redacted].

9.2. Insofar as any Tax is recoverable or can [redacted], [redacted].

9.3. Tax shall be stated separately on the Supplier's invoices, collected [redacted], [redacted].

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9.4. The Supplier will indemnify the Purchaser against the [redacted].

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

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 [redacted], [redacted], [redacted]. [redacted].

10. Compliance with the Standards

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

10.2. So far as any Standard requires third [redacted] / [redacted], [redacted].

10.3. The Purchaser shall ensure compliance of the [redacted].

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

10.5. The Purchaser shall indemnify the Supplier against all loss and liability, including [redacted], [redacted] - [redacted]

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[redacted].

11. Transportation

[There are many ways and alternative deals possible. [redacted]. [redacted], [redacted] *].*

11.1. The following Incoterms [redacted]:

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

11.1.2 FCA [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.3 CPT [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.4 CIP [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.5 DPU [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.6 DAP [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.7 DDP [named [redacted], [redacted]] [redacted] ® 2020 .

Rules for Sea and Inland Waterway Transport

11.1.8 FAS [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.9 FOB [named [redacted], [redacted]] [redacted] ® 2020 .

11.1.10 CFR [named [redacted], [redacted]] [redacted] ® 2020 .

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11.1.11 CIF [named ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ ® 2020 .

11.2. All rights, obligations, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

13.3. In spite of delivery having [redacted] , [redacted] :

13.3.1 the Purchaser [redacted] ; [redacted]

13.3.2 no other sums [redacted] .

13.4. Until property in the Goods passes to [redacted] .

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

13.6. Notwithstanding that any of the Goods remain the property of the Supplier [redacted] .

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

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

13.9. The Supplier shall be entitled to recover [redacted] .

13.10. If the Supplier asks [redacted] .

13.11. The Purchaser shall not in any way charge by way of security for any indebtedness any of [redacted] . [redacted] , [redacted] , [redacted]

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[redacted].

13.12. The Purchaser shall keep the Goods insured to [redacted].

13.13. If, when the Supplier asks, the Purchaser fails to deliver to [redacted], [redacted].

14. Inspection of the Goods upon delivery

14.1. Immediately upon taking delivery of the Goods, the Purchaser shall examine [redacted], [redacted], [redacted].

14.2. If the Purchaser finds any defect in the quality or quantity of the Goods, or a failure to comply with [redacted], [redacted]. [redacted] [7] [redacted], [redacted].

14.3. [redacted] - [redacted], [redacted].

14.4. [redacted], [redacted] / [redacted].

15. Liability for subsequent defects

15.1. [redacted]:

15.1.1 [redacted] [12] [redacted];

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15.1.2 the defect results only from faulty design;

15.1.3 [redacted].

15.2. [redacted], [redacted].

15.3. [redacted], [redacted], [redacted].

16. Intellectual Property rights

16.1. [redacted] [redacted] [redacted].

16.2. [redacted], [redacted].

16.3. [redacted].

16.4. [redacted], [redacted].

17. Confidentiality

17.1. [redacted], [redacted], [redacted]. [redacted], [redacted]

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[redacted], [redacted]. [redacted], [redacted] [redacted] [redacted], [redacted]:

17.1.1 [redacted], [redacted], [redacted];

17.1.2 [redacted], [redacted];

17.1.3 [redacted], [redacted], [redacted] [redacted]. . . .]

17.1.4 [redacted];

17.1.5 [redacted] ([redacted]);

17.1.6 [redacted] ([redacted]) [redacted].

17.2. This paragraph does not apply to disclosure:

17.2.1 [redacted], [redacted], [redacted].

17.2.2 [redacted].

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17.2.3 [redacted].

17.2.4 [redacted].

17.2.5 [redacted].

17.2.6 [redacted].

17.2.7 [redacted]; [redacted], [redacted], [redacted], [redacted], [redacted].

17.2.8 [redacted].

17.2.9 [redacted]. [redacted].

17.3. [redacted].

17.4. [redacted].

17.5. [redacted], [redacted]-[redacted].

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17.6. [redacted]

18. Limitation of liability

18.1. [redacted]

18.2. [redacted]:

18.2.1 indirect or consequential loss; or

18.2.2 [redacted]

18.2.3 [redacted]

[redacted]

18.3. [redacted] [100 , 000]. [redacted]

18.4. [redacted]

18.5. [redacted]:

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18.5.1 [redacted];

18.5.2 [redacted];

18.5.3 [redacted], [redacted], [redacted].

19. Assignment

[redacted], [redacted], [redacted] - [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

20. Indemnities

20.1. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

20.2. [redacted], [redacted]:

20.2.1 [redacted], [redacted];

20.2.2 [redacted];

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20.2.3 [redacted];

20.3. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

20.4. [redacted], [redacted], [redacted], [redacted], [redacted]; [redacted].

20.5. [redacted], [redacted]. [redacted]- [redacted].

21. Damages not adequate

[redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

22. Dispute Resolution

[redacted].

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23. Uncontrollable events

23.1. [redacted] [redacted] [redacted], [redacted] [redacted].

AND/OR

23.2. [redacted], [redacted].

OR

23.3. [redacted] [redacted], [redacted]. [redacted] [28] [redacted], [redacted].

23.4. [redacted] - [redacted].

23.5. [redacted], [redacted] [. . . . . [redacted];

23.6. [redacted];

23.7. [redacted].

24. Miscellaneous matters

24.1. [redacted], [redacted].

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24.2. [redacted].

24.3. [redacted].

24.4. [redacted].

24.5. [redacted].

24.6. [redacted].

24.7. [redacted].

24.8. [redacted].

24.9. [redacted].

It shall be deemed to have been delivered:

[redacted];

[redacted]:

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[redacted] 72 [redacted];

[redacted] - [redacted] [redacted] - [redacted] : [redacted] 24 [redacted] - [redacted] . [[redacted] - [redacted] . [redacted] , [redacted]].

24.10. [redacted] , [redacted] , [redacted] .

24.11. [redacted] , [redacted] .

24.12. [redacted] .

24.13. [redacted] , [redacted] .

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.

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Schedule 1: Description of the Goods

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Schedule 2: The Price

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Schedule 3: Standards

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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 ■ ■ ■

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really ■ ■ ■

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

6. 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, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

[redacted].

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 [redacted], [redacted], [redacted]. [redacted].

10. Compliance with the Standards

This is a simple provision to make [redacted].

Otherwise it remains constant source of litigation.

11. Transportation

Incoterms are not legally binding, unless they are incorporated [redacted].

We have worded Incoterms in this paragraph prescribed by the International Chamber of Commerce. Failure to incorporate the correct version of [redacted].

Below is a basic summary [redacted].

The seven rules defined by Incoterms 2020 for [redacted] ([redacted]) [redacted]:

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 [redacted]. [redacted]. [redacted], [redacted]. [redacted]

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[redacted], [redacted].

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 [redacted], [redacted]. [redacted]. [redacted].

CPT - Carriage Paid To

The seller pays for the carriage and delivers the goods to the buyer by handing them [redacted]. [redacted].

CIP – Carriage and Insurance Paid to

The seller pays for carriage and insurance to the named destination point, [redacted].

DAP – Delivered at Place

The seller pays for carriage to the named place, except for costs related to import clearance, [redacted].

DPU – Delivered at Place Unloaded

The seller pays for carriage, except for costs related to import clearance, and assumes all risks [redacted].

DDP – Delivered Duty Paid

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

Rules for Sea and Inland Waterway Transport

The four rules defined by Incoterms for international [redacted]**:**

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. [redacted].

FOB – Free on Board

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

CFR – Cost and Freight

The seller must deliver the goods to the buyer and pay the costs and freight to bring the goods to the port of destination . [redacted].

CIF – Cost, Insurance and Freight

CIF is exactly the same as CFR except [redacted].

12. Packaging and delivery

There is little [redacted].

We suggest leave it as is.

13. Risk and retention of title

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This important paragraph reflects current law. [redacted].

If you are paid up front, delete.

If you need [redacted], [redacted].

14. Inspection of the Goods upon delivery

We have provided a sound arrangement [redacted], [redacted].

15. Liability for subsequent defects

A framework of practical business provisions. The last sub-paragraph refers [redacted]. [redacted], [redacted]. [redacted].

16. Intellectual Property rights

This paragraph may be very important to you or not important [redacted]. [redacted]. [redacted], [redacted].

17. Confidentiality

We have given you a [redacted]. [redacted].

18. Limitation of liability

This is powerful protection for the supplier. It is usual to have some limit [redacted], [redacted], [redacted], [redacted], [redacted]. [redacted], [redacted].

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19. Assignment

Give careful thought to this. Consider the circumstances on both sides [redacted].

20. Indemnities

These mutual indemnities are reasonable. However, [redacted].

21. Damages not adequate

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

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 [redacted].

23. Uncontrollable events

Often referred to as “force [redacted]”. [redacted].

Remember that it works both [redacted].

24. Miscellaneous matters

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A number of special points. We have identified each of these as important [redacted].

Schedule 1: Description of the Goods

The schedules may be “typed in” or be contained in some document [redacted].

Schedule 2: The Price

We have no comment.

Schedule 3: Standards

These could be international engineering standards, or specification of cloth to be used, [redacted].

End of notes

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