

NZ-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

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

[illegible][illegible][illegible]

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 ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
- .

- 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 :

4. Warranties for authority

- [illegible]

- 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 contract

[illegible]

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

_____.

6.3. The Purchaser agrees to provide accurate, timely ■■■■■
■■■■■
■■■■■.

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, _____, _____, _____, _____.

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

7. The Price and payment: general terms

7.1. The Price of the Goods shall be the _____

 _____.

OR

7.2. The Price

OR

[illegible]

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, _____

 _____, _____
 _____.

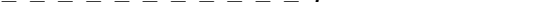
7.8. Any sum due under this agreement not expressed in New Zealand Dollar shall

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 NZD]

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 _____
_____, _____, _____ [_____
_____] _____.

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 any , [5] ,

9. Taxes

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

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

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 _____, _____,
_____, _____.

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

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][illegible]

16. Intellectual Property rights

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

[illegible][illegible][illegible]

17. Confidentiality

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

17.1.4
.....:

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

[illegible]

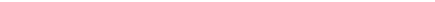
17.2. This paragraph does not apply to disclosure:

[illegible]

[illegible][illegible][illegible]

17.2.6

[illegible][illegible][illegible]

17.3. 

[illegible][illegible]

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


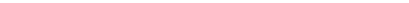
[illegible]

18.2.1 indirect or consequential loss; or

[illegible][illegible]

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

[illegible]

18.5. 
:

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

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22. Dispute Resolution

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

23. Uncontrollable events

[illegible]

AND/OR

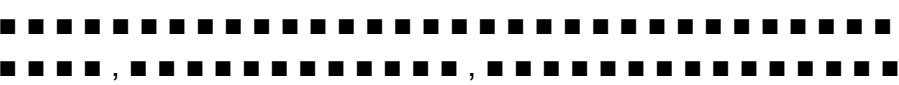













[illegible]

OR

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

24. Miscellaneous matters

[illegible][illegible][illegible]

24.4.  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  .

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

[illegible][illegible][illegible]

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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

[illegible]

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

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]

We suggest you edit this paragraph ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
■■■.

We have also included an interest provision – a useful provision to promote fast payment. The rate and cumulating period ■■■■■■■■■■, ■■■

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

[illegible]

23. Uncontrollable events

Often referred to as “force \mathbf{F} ”.
 $\mathbf{F} = m\mathbf{a}$
 $\mathbf{F} = \frac{d\mathbf{p}}{dt}$

Remember that it works both

The diagram illustrates a sequence of operations or states represented by square nodes arranged in two rows. The top row contains 10 nodes, and the bottom row contains 9 nodes. Horizontal arrows point from left to right between adjacent nodes in each row. A single vertical arrow points downwards from the first node of the top row to the first node of the bottom row.

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