

UK-SGAsog01

Export contract: terms and conditions for sale of goods abroad

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This agreement is dated: [date]

It is made between:

[ABC Limited], a company incorporated in England and Wales [under company registration number [number] and] whose [] ([" "]).

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 [] .
- B. Each of the Supplier and the Purchaser has agreed that export of the Goods shall be undertaken by the Supplier to the Purchaser's place [] [] [] .

It is now agreed as follows:

1. Definitions

In this agreement, the following 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 ■
 ■ ■ ■ ■ ■ ■ ■ ■ - ■ ■ ■ ■ ■ .

[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

- [illegible]

- 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]

- [illegible]

AND

5.4. At any time before the Goods are ,

.

6. The contract

6.1. The Supplier agrees to sell the
.....

[illegible][illegible]

6.4. The Supplier ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■:

[illegible][illegible][illegible][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:

[illegible]

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

[illegible]

- 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

- 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].

[illegible]

11.3. Unless otherwise agreed in this agreement so far ■■■■■■■■■■
 ■■■■■■■■■■, ■■■■■■
 ■■■■■■■■■■.

[illegible]

12.4. Time for delivery specified on the Purchase Order, ■■■■■■■■■■, ■■■■■■■■■■. ■■■■■■■■■■. ■■■■■■■■■■.

[illegible]

15. Liability for subsequent defects

[illegible][illegible]

15.1.2 the defect results only from faulty design;

15.1.3

[illegible]

15.3.

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:

17.2.1

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

17.5.

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]

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

18.3.

, , £ [100 , 000].

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

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22. Dispute Resolution

23. Uncontrollable events

AND/OR

OR

[illegible]

[illegible]

It shall be deemed to have been delivered:

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

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

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

1. 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 and export ■■■■■■■■■■
■ :

<http://www.ukcustomssolutions.co.uk/incoterms/>

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

<https://www.gov.uk/guidance/international-trade-paperwork-the-basics#export-documentation>

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Paragraph specific notes

Notes numbering refers to paragraph numbers.

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.

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 ■■■■■■
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible]

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 ■■■■ , ■■■■ ■■■■ .

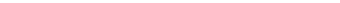
[illegible]

8. Payment method and interest

In an export contract, there ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■:

We have provided number of ■■■■■■■■■■■■■■■■■■■■■■:

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

The order of the above methods reflects .

[illegible]

While agreeing payment by letter of credit you will have to .





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

The following table shows the number of people who have been arrested for possession of a controlled substance in each state from 2008 to 2016:

[illegible]

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

[illegible]

Otherwise it remains constant source of litigation.

11. Transportation

[illegible]

The seven rules defined by Incoterms 2020 for **EXW (EX Works)** **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 destination.

[illegible]

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Schedule 2: The Price

We have no comment.

Schedule 3: Standards These could be international engineering standards, or specification of cloth to [REDACTED], [REDACTED], [REDACTED] [REDACTED]. [REDACTED] [REDACTED] ([REDACTED]). [REDACTED] [REDACTED] [REDACTED] [REDACTED].\

[REDACTED]

End of notes