

ZA-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

This agreement is dated: [date]

It is made between:

[ABC Pty Limited], a company incorporated in South Africa [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][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

- [illegible]

- [illegible]

AND

[illegible]

6. The contract

[illegible][illegible]

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

[illegible]

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

[illegible]

6.5. The Supplier ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

6.6. With effect from today the Supplier and

[illegible]

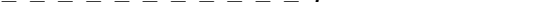
6.8. Each of the parties hereby agrees that all terms, _____,
_____, _____,
_____.

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 ZAR]

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

[illegible]

- 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], [REDACTED] .

10. Compliance with the Standards

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

[illegible][illegible]

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

.....
.....

13.12. The Purchaser shall keep the Goods insured to
.....
.....

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

14. Inspection 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,
.....
..... [7]
.....,
.....

14.3.
-
.....

14.4.
,
..... /
.....
.....


15. Liability for subsequent defects

15.1.
.....:

15.1.1
[12]

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

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

17.4.  .

[illegible][illegible][illegible]

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

.....

.....

.....

23. Uncontrollable events

[illegible]

AND/OR

[illegible]

OR

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

24. Miscellaneous matters

[illegible]

[illegible][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 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 South African 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 following the numbered paragraphs

1. Definitions

.....

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

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 (.....)
..... :

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
..... ,

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

[illegible]

Remember that it works both

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