

Annex 1 | Specimen Model form

ICC International Sale Contract
(Manufactured Goods)

Contract

Seller's reference N° 2013-001

Buyer's reference N° 090309117

A.

Specific conditions

These Specific Conditions have been prepared in order to permit the parties to agree the particular terms of their sale contract by completing the spaces left open or choosing (as the case may be) between the alternatives provided in this document. Obviously this does not prevent the parties from agreeing other terms or further details in A-18 or in one or more annexes Any reference to 'articles' means 'articles of the General Conditions of the ICC Model International Sale Contract (Manufactured Goods)'.

Seller

Name, corporate form and address

VERONESE spa
Via Masaccio 24
Milano Italy

Tax identification code/Other registration code:
TN IT012345678901

Contact person

Name Stefano Romani
Telephone +39 800 123 456
E-mail sromani@veronese.i

Buyer

Name, corporate form and address

Zhongxin Import.co
No 65 Pujian Road
Shanghai China

Tax identification code/Other registration code:
CR 123456789

Contact person

Name Debra Hsu
Telephone +86 21 1234 56 78
E-mail dhsu@xyz.com

A-1

Goods sold

Item/Packages | Item Description | Product Code | Origin | Commodity Code¹ | Quantity

1 SPECTRA ENG.220 V SO HZ, CE MARK type 80090795
Made in Italy
HS 901890

If there is insufficient space parties may use an annex

A-2

Contract price (art. 4)

Indicate the currency referring to the ISO -3 currency code (e.g. USD, EUR, ...)²

Currency: USD

Amount: 1,570,000

Amount in words one million five hundred and seventy thousand

1 The commodity code or customs code is the 6-digit code of the product under the Harmonised System of the World Customs Organisation (www.wcotradetools.org/en/harmonized-system) or any more specific (extended) code under national customs legislation. In the latter situations it might be wise to indicate the nature of the code (TARIC, MERCOSUR, TVNED, ...)

2 UNECE ECE/Trade/203 Recommendation n°9—Alphabetic Code for the Representation for Currencies; available at www.unece.org/trade/publications/recommendation-ndeg5-abbreviations-incoterms-ecetrade458-2020-edition.

A-3 Delivery terms (art. 8)

Recommended terms (according to the Incoterms® 2020 rules): see Introduction, §5

- ☐ **FCA** Free Carrier Named place:
Shipped by (when different from buyer)
- ☐ **CPT** Carriage Paid To Named place of destination:
Shipped from:
- ☒ **CIP** Carriage and Insurance Paid To
Named place of destination: [Shanghai Airport](#)
Shipped from: [Milano Malpensa](#)
Insurance cover: . . . ☒ . . max. cover . . . ☒ . . War Risk / SRCC³
- ☐ **DAP** Delivered at Place Named place of destination:
- ☐ **DPU** Delivered at Place Unloaded
Named place of destination:

Other terms (according to Incoterms® 2020 rules: see Introduction, § 5)

- ☐ **EXW** Ex Works Named place:
- ☐ **DDP** Delivered Duty Paid Named place of destination:
- ☐ **FAS** Free Alongside Ship Named port of shipment:
Shipped by (when different from buyer)
- ☐ **FOB** Free On Board Named port of shipment:
Shipped by (when different from buyer)
- ☐ **CFR** Cost and Freight Named port of destination:
Shipped from:
- ☐ **CIF** Cost Insurance and Freight
Named port of destination:
Shipped from:
Insurance cover max. cover War Risk SRCC

Carrier or forwarder (where applicable)

Name and address

[TRANSWORLD spa](#)
[Terminal X](#)
[Milano Malpensa Airport](#)

Contact person

[Fabrizio Linetta](#)
[+39 800 654 321](#)
Flinetta@transworld.org

A-4 Time of delivery[FOURTH WEEK OF MARCH 2019](#)

Indicate here the date or period (e.g. week or month) at which or within which the Seller must perform its delivery obligations of the respective Incoterms® rule according to clause A.3 ("Delivery Terms") (see Introduction, § 6)

A-5 Inspection of the goods (art. 3)

- ☐ Upon shipment ☐ Inspection fee on Seller's account
- ☒ Before shipment ☒ Inspection fee on Buyer's account
- Place of inspection: [Carrier's Terminal-Milan](#) ☐ Other:
- ☐ Surveyor [BIVAC](#)

A-6 Retention of title (art. 7)

- ☒ YES ☐ NO

A-7 Payment conditions (art. 5)☐ **Payment on open account (art. 5.1)**

Time for payment (if different from art. 5.1) days from date of invoice. Other:

- ☐ Open account backed by demand guarantee or standby letter of credit (art. 5.6)

☐ **Payment in advance (art. 5.2)**

Date (if different from art. 5.2):

- ☐ Total price
- ☐ % of the price; remaining amount % to be paid at
- ☐ Payment in advance backed by advance payment bond

☐ **Documentary Collection (art. 5.4)**

- ☐ D/P Documents against payment ☐ D/A Documents against acceptance

☒ **Irrevocable documentary credit (art. 5.3)**

- ☐ Confirmed
- ☐ Unconfirmed

Place of issue (if applicable): [Shanghai, China](#)

Place of confirmation (if applicable): [Milan](#)

Credit available:

- ☒ at sight
- ☐ By deferred payment at: days
- ☐ By acceptance of drafts at: days
- ☐ By negotiation

Partial shipments:

- ☐ Allowed
- ☒ Not allowed

Transshipment

- ☒ Allowed
- ☐ Not allowed

Date on which the documentary credit must be notified to seller (if different from art. 5.3)

..... days before date of shipment other:

☐ **Irrevocable Bank Payment Obligation (art. 5.5.)**

- ☐ Settlement by Payment
- ☐ Settlement by Deferred Payment Undertaking and payment at maturity.
- Deferred payment terms days after sight or after date of

Date on which the Bank Payment Obligation must be notified to seller (if different from art. 5.3)

..... days before date of shipment other:

- ☐ **Other:**
(e.g. cheque, bank draft, electronic funds transfer to designated bank account of seller)

Seller's Bank Details

IBAN⁴/bank account number [IT60 X054 2811 1010 0000 0123 456](#)

BIC/Swift code⁵ [BITAITR1318](#)

4 <http://www.ecbs.org/iban.htm>

5 <https://www2.swift.com/directories/>

A-8	Documents (art. 9)
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Indicate here documents to be provided by Seller. Parties are advised to check the Incoterms® 2020 rule they have selected under A-3 of these Specific Conditions. As concerns transport documents, see also Introduction, § 8)

- ☒ **Commercial Invoice** number of originals/copies **1/2**
specific requirements (language, legalization...)

☒ **Packing list** number of originals/copies **1/0**

☒ **Certificate of origin** ☐ preferential (indicate type)
☒ economic
number of originals/copies **1/0**
specific requirements (language, legalization...)

☒ **Transport documents:** **Airway bill** (indicate type of transport document required)
☐ full set number
☐ specific requirements (consignee, notify, ...)

☐ **Insurance document:**

☐ **Other:**

A-9	Cancellation date
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To be completed only if the parties wish to modify article 10

If the goods are not delivered for any reason whatsoever (including force majeure) by (date) the Buyer will be entitled to declare the contract avoided immediately by notification to the seller.

A-10	Liability for delay (art. 10.2)
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To be completed only if the parties wish to modify
art. 10.2.

Liquidated damages for delay in delivery shall be:
☐ % (of price of delayed goods)
 per week, with a maximum of % (of price
 of delayed goods);

A-11	Limitation of liability for delay (art 10.4)
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To be completed only if the parties wish to modify art. 10.4.

In case of avoidance for delay, Seller's liability for damages for delay is limited to % of the price of the non-delivered goods.

A-12	Place of examination at arrival (art 11.1)
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To be completed only if the parties wish to modify art. 11.1.

The goods delivered will have to be examined after their arrival at the following place :

- ☐ Place of business of the consignee to which the goods are sent or redirected
- ☐ Other:

A-13	Warranty under European Union regulations
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To be completed only if E.U. law is applicable

- ☐ Warranty period, if included in the contract – to be specified:
- * (6/12/24/36) months after signature of the contract
 - * (6/12/24/36) months after delivery
- ☐ If software is included – to be specified:
- * no software update will be done
 - * update of software included during the warranty period – free of charge
 - * update of software included during the warranty period – against separate payment
 - * update of software included for a period of years after signature of the contract – free of charge
 - * update of software included for a period of years after signature of the contract – against separate payment

A-14 Maximum delay for notification of non-conformity (art 11.2)

To be completed only if the parties wish to modify art. 11.2

Defects must be notified to the Seller immediately upon discovery or as soon as they ought to have been discovered, but not later than ... months after arrival of the goods. This shall not affect the periods of limitation (art. 11.6).

A-15 Limitation of liability for non-conformity (art 11.5)

To be completed only if the parties wish to modify art. 11.5 last sentence.

Seller's liability for damages arising from lack of conformity of the goods shall be:

limited to proven loss (including consequential loss, loss of profit, etc.)

not exceeding % of the contract price.

or

..... (specify amount)

A-16 Applicable law (art.1.2)

To be completed only if the parties wish to choose a law other than the seller's law for questions not covered by the CISG

Any questions not covered by CISG will be governed by the law of
(country).

A-17 Resolution of disputes (art.15)

The two options hereunder (ICC arbitration or litigation before ordinary courts) are alternatives: parties cannot choose both of them. If no choice is made, ICC arbitration will apply, according to art. 15.

☒ **ICC Arbitration (according to art. 15.2)**

☐ **Litigation (ordinary courts)**

In case of dispute the courts of

.....
(place, country), shall have exclusive jurisdiction.

A-18 Other

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.....
.....

The present contract of sale will be governed by these Specific Conditions (to the extent that the relevant sections have been completed) and by the General Conditions of the ICC Model International Sale Contract (Manufactured Goods) which constitute part B of this document.

Shanghai (place), January 9, 2019 (date)

The Seller

Name

.....

Title

.....

The Buyer

Name

.....

Title

.....