**SALES CONTRACT**

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| **P.I. NO** | **DATE** | **SALE CONTRACT NO.01** |
|  | 27 may 2025 |  |

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| **Sellers** | **Company Name:**  Address:  **Tax code:**  **Phone**: |
| **Sellers Bank Details** | **Account Name:**  **Bank Name:**  **Account No:**  **Branch:**  **Swift Code**: |
| **Buyers** | **Company Name:**  **Company Address:**  **Vat No or Tax No :**  **Email:**  **Phone:** |
| **Buyers Bank Detail** | **Party Name:**  **Bank Name:**  **A/C No:**  **IBAN:**  **Swift Code**:  **Branch Address:** |
| **Description Of Goods:** | **Products**:  **Size**:  **Packing**:  **Total box:**  **Total Qty:**  Fob Price:  **Total Value**:  **Tolerance:** +/-10% OF QUANTITY  **Time Of Shipment:** from 15-20 days from date of contract**.**  **Loading Port :** Any Indian Port of Loading  **Transport :** SEA  **Destination :** JEBEL ALI PORT, UAE  **Incoterms:** FOB ( Empty container and shipping from port of loading to Jebel Ali, Buyer will provide  **Noted:** Buyer only provide the empty container all the documents belong to seller |
| **Payment Term:** | By DP/DAP/CAD- Documents Against Payments 100% Payable At Sight in Seller’s Bank against Presentation of Shipping and Export Documents (URC 522 is Uniform Rules for Collection (URC 522) and the Payment of the commodity according to the terms of the contract will be executed by Bank transfer against presentation in Buyer’s Bank of all certificates and commercial and Shipment documents stated in The .contract.  After shipping All original shipping documents by bank to bank (Payment term : In cash Against shipment  The Exporter ( drawer) present invoice and the shipment documents through it's Bank ( remitting Bank) to be dispatched to Importer's Bank ( collecting Bank)  Seller submit the document in bank through his bank and consignee will make the payment in bank and collect the documents)  PENALTY CLAUSE  Once practical steps begin and the contract agreed and signed by both partis buyer and seller shall commit to a penalty clause in case their party fails to fulfill the order without justified causes. The penalty is set at 5% of the total order value. |
| **Instructions For Negotiating Bank:** | * Draft documents will send to you for confirmation before we give our final approval. * Original and duplicate sets of documents to be sent by negotiating bank to our banker by successive registered Courier service immediately * Import Bank would accept and send the payment to Beneficiary Bank as per instruction of negotiating bank. * All bank charges within the beneficiary’s country will be borne by the Beneficiary. * Original Documents Must Be Couriered in One Lot and to Be Forwarded   Under One Cover Quoting Our and Sent to Our Documents Collection Center: Importer Bank  Branch: |
| **Documents** | 1. **Commercial** Invoice 2. **Full set (3 original ) On-Board Marine / Ocean through** Bill of Landing, Showing Shipper as (actual Shipper), consigned to Order of XXXXXXX **Certificate of Origi**n issued by India of commerce & industry in 1 original & 2 copies |

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|  | **3 Certification Fumigation** certificate.in 1 original and 2 copies mentioning consignee name as per notify party in BL.   1. **Phytosanitary Certification** issued by Ministry of Agriculture India in 1 original and 2 copies mentioning consignee name as per notify party in BL. 2. **Inspection certificate** 3. **Packing List** in Triplicate shows container number and container wise weights. |
| **Other Terms & Conditions:** | 1. Delivery terms: Multiple deliveries and each delivery is at XXXX Qty 2. Transshipment Allowed 3. All Bank charges including reimbursement bank charges to the account of the beneficiary. 4. Documents to be presented for negotiation within 10 days from the date of shipment but within the validity of the credit. 5. Third party documents are acceptable except for Invoice & Draft. 6. Shipments to be affected at in 40 feet containers only. 7. Any corrections or type over on documents must be authenticated by correction approved stamp and initial by the documents issuing authority. 8. No good value /unit price to be shown on any documents except for invoice. |
| **Force Majeure** | The force majeure (exemption clause) of the International Chamber of Commerce (URC 522 is Uniform Rules for Collection (URC 522) is hereby incorporation in this contract. |
| **Arbitration:** | In the execution of this contract, any discrepancy or dispute arises shall be settled amicably in written document. Otherwise, the case should be referred to Dubai International Arbitration Center at the Vietnam Chamber of Commerce and Industry, whose final decisions shall be final and bound for implementation. The applicable law shall be Dubai Law. The language of the arbitration shall be English. Arbitration fee and other related charges shall be paid by the losing party, unless otherwise agreed. |
| **Performance:** | 1. The parties declare that they have read and fully aware of all the rules, terms, and conditions of this contract that they have signed below full truth, which involved contractual commitments and provisions of this contract. 2. Additional terms and conditions which are not mentioned in this contract as well as the amendment hereto shall be mutually discussed and agreed to by both parties and shall be valid only if made in writing and duly signed by both parties. 3. This contract is made in English language in 02 originals, each side keeps one and comes to effect immediately upon signing by both Parties. This contract by fax/ scan has the same value with the original one. |
| **Governing Law and Jurisdiction** | This Contract shall be governed by and construed in accordance with the laws of Dubai-UAE. Any disputes arising out of or in connection with this Contract shall be resolved in the courts of Dubai-UAE . |
| **Amendments** | Any amendments or modifications to this Contract must be made in writing and signed by both parties. |
| **Indemnification** | Each party agrees to indemnify and hold the other party harmless from any claims, damages, losses, or liabilities arising out of or in connection with the performance of this Contract. |
| **Notices** | All notices and communications required or permitted under this Contract shall be in writing and shall be  deemed duly given if delivered personally, sent by registered mail, or sent by electronic mail to the addresses specified above. |

Please stamp, sign and return to us the duplicate copy.

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| **Seller**  ***Company Name:* :**  ***Company Sea & Signed*** | ***Buyer***  ***Company Name****:*  ***Company Sea & Signed*** |