# INTERNATIONAL COMMERCIAL SALE OF GOODS CONTRACT

## THIS CONTRACT IS MADE BETWEEN

## PARTIES

### Seller:

Name: Global Trade Ltd.  
Legal Form: Limited Liability Company (LLC)  
Country of Incorporation: United Kingdom  
Trade Register Number: UK-987654  
Address: 123 London Road, London, UK  
Phone: +44 20 1234 5678  
Email: sales@globaltrade.com  
Represented by: John Smith, CEO

### Buyer:

Name: Euro Imports S.A.  
Legal Form: Société Anonyme (S.A.)  
Country of Incorporation: France  
Trade Register Number: FR-456789  
Address: 45 Rue de Commerce, Paris, France  
Phone: +33 1 2345 6789  
Email: procurement@euroimports.fr  
Represented by: Marie Dupont, Procurement Director

## 1. Goods

The Seller shall deliver the following goods (the 'Goods') to the Buyer:  
- Product Name: Industrial-grade steel sheets  
- Quality Standard: ISO 9001 Certified  
- Origin: United Kingdom  
- Total Quantity: 1,000 metric tons  
- Tolerance: ±2%  
  
Packaging: The Goods shall be packed in wooden crates with protective lining.  
  
Inspection:  
- The Buyer shall have the right to inspect the Goods at the Seller’s warehouse before shipment.  
- The inspection shall be conducted by SGS (or another mutually agreed independent body).  
- The Seller shall bear the cost of inspection unless otherwise agreed.

## 2. Delivery

The delivery shall be made under FOB (Free on Board) – London Port (Incoterms 2020).  
  
Place of delivery: London Port, UK.  
  
Delivery time: Within 45 days from the date of contract signing.  
  
The Buyer shall nominate a carrier for shipment, and the Seller shall ensure proper loading.  
  
The Seller shall promptly inform the Buyer of any expected delays and propose an alternative delivery schedule.

## 3. Price

Total price: €1,500,000 (One million five hundred thousand euros).  
  
Unit price: €1,500 per metric ton.  
  
Currency: Euro (€).  
  
The total price includes packaging and all costs up to the agreed FOB point. Additional costs shall be borne by the Buyer.

## 4. Payment Conditions

Payment method: Irrevocable Letter of Credit (L/C) issued by BNP Paribas, France, confirmed by a first-class international bank.  
  
Issuance: The L/C must be issued within 5 business days after contract signing and shall allow for partial shipments.  
  
Payment will be released against the required documents outlined in Article 5.  
  
All bank charges related to issuance and confirmation of the L/C shall be borne by the Buyer.

## 5. Documents

The Seller shall provide the following documents:  
- Commercial Invoice  
- Clean On-Board Bill of Lading  
- Packing List  
- Certificate of Origin  
- Insurance Certificate  
- SGS Inspection Report  
- Export Customs Declaration  
  
The Seller shall also provide any additional documents required under Incoterms or by the Buyer’s customs authority.

## 6. Non-Performance of Buyer’s Obligation to Pay

If the Buyer fails to pay on time, the Seller shall grant an additional 10 days.  
  
If the Buyer does not pay within this period, the Seller may declare the contract avoided and claim damages.  
  
In accordance with Article 78 of the CISG, the Seller is entitled to interest on the outstanding amount. Since CISG does not specify an interest rate, the applicable interest rate shall be determined under Swiss law, as per Article 15 of this contract.

## 7. Non-Performance of Seller’s Obligation to Deliver

If the Seller fails to deliver on time, the Buyer shall grant an additional 15 days for performance.  
  
If the Seller fails to deliver within this period, the Buyer may declare the contract avoided and claim damages.  
  
Liquidated Damages Clause:  
- 0.5% of the total contract price per day of delay, capped at 5% of the total price.  
- Buyer must notify the Seller of the delay to activate the clause.  
- This clause does not limit the Buyer’s right to claim damages under CISG Article 74.

## 8. Lack of Conformity

In accordance with Articles 38-39 of the CISG, the Buyer shall inspect the Goods within 5 days of receipt and notify the Seller of any lack of conformity within 10 days. Failure to notify within this period shall result in the loss of the Buyer’s right to rely on a lack of conformity claim.  
  
If the Goods do not conform to the contract, the Buyer may:  
- Request delivery of missing quantities  
- Demand replacement of defective Goods  
- Request a price reduction  
- Declare the contract avoided  
  
The Buyer retains the right to claim damages for losses suffered due to non-conformity.  
  
The Buyer shall bear the cost of returning non-conforming Goods unless otherwise agreed.

## 9. Transfer of Property

Retention of Title Clause: The Seller retains ownership of the Goods until full payment is received. Since CISG does not regulate property transfer, the retention of title shall be governed by Swiss law. Until ownership passes to the Buyer, the Buyer shall keep the Goods properly stored, protected, and insured.

## 10. Avoidance of Contract

A fundamental breach of contract occurs if:  
- The Buyer fails to make payment.  
- The Seller fails to deliver the Goods.  
- Repeated delays or non-performance occur.  
  
If a Party commits a fundamental breach, the aggrieved Party may declare the contract avoided by providing written notice.

## 11. Force Majeure – Excuse for Non-Performance

Force majeure includes war, natural disasters, strikes, or government-imposed restrictions.  
  
The affected Party must notify the other Party within 5 days of the force majeure event.  
  
If the force majeure event lasts more than 3 months, either Party may terminate the contract.

## 12. Entire Agreement

This contract constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings.  
  
Any modification must be in writing and signed by both Parties.

## 13. Notices

All notices under this contract shall be in writing and delivered via registered mail or email.  
  
Notices shall be sent to the following addresses:  
- Seller: sales@globaltrade.com  
- Buyer: procurement@euroimports.fr

## 14. Dispute Resolution Procedure

Any dispute, controversy, or claim arising out of or relating to this contract, including its conclusion, interpretation, performance, breach, termination, or invalidity, shall be finally settled under the rules of UNCITRAL by three arbitrators appointed by the President of the International Chamber of Commerce (ICC). The place of arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English.

## 15. Applicable Law and Guiding Principles

This contract shall be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG).  
  
Questions not covered by the CISG shall be governed by the UNIDROIT Principles.  
  
The Parties shall perform this contract in a spirit of good faith and fair dealing.  
  
To the extent that such questions are not covered by the UNIDROIT Principles, they shall be governed by reference to the law of Switzerland as the mutually agreed jurisdiction between the Parties.

## SIGNED ON [DD/MM/YYYY]

### Seller:

✍ John Smith (CEO, Global Trade Ltd.)

### Buyer:

✍ Marie Dupont (Procurement Director, Euro Imports S.A.)