

ANNEX 1

Model Form International Sale Contract 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 Box A-17 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.it

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 code ⁶ – quantity <i>1 SPECTRA ENG.220 V SO HZ, CE MARK type 80090795</i> <i>Made in Italy</i> <i>HS 901890</i>	
<i>If there is insufficient space parties may use an annex</i>	

A-2	CONTRACT PRICE (ART. 4)
Indicate the currency referring to the ISO -3 currency code (e.g. USD, EUR etc.) ⁷	
Currency: <i>USD</i> Amount: <i>1,570,000</i> Amount in words: <i>one million five hundred and seventy thousand</i>	

A-3	DELIVERY TERMS (ART. 8)										
<i>Recommended terms (according to the Incoterms® 2010 rules): see Introduction, §5</i>											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; vertical-align: top;"> <input type="checkbox"/> FCA Free Carrier </td> <td style="vertical-align: top;"> Named place: _____ Shipped by (when different from buyer) _____ </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> CPT Carriage Paid To </td> <td style="vertical-align: top;"> Named place of destination: _____ Shipped from: _____ </td> </tr> <tr> <td style="vertical-align: top;"> <input checked="" type="checkbox"/> CIP Carriage and Insurance </td> <td style="vertical-align: top;"> Paid To _____ Named place of destination: <i>Shanghai Airport</i> Shipped from: <i>Milano Malpensa</i> Insurance cover: <input checked="" type="checkbox"/> max. cover <input checked="" type="checkbox"/> War Risk /SRCC⁸ </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> DAT Delivered at Terminal </td> <td style="vertical-align: top;"> Named terminal or quay of destination: _____ </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> DAP Delivered at Place </td> <td style="vertical-align: top;"> Named place of destination: _____ </td> </tr> </table>		<input type="checkbox"/> FCA Free Carrier	Named place: _____ Shipped by (when different from buyer) _____	<input type="checkbox"/> CPT Carriage Paid To	Named place of destination: _____ Shipped from: _____	<input checked="" type="checkbox"/> CIP Carriage and Insurance	Paid To _____ Named place of destination: <i>Shanghai Airport</i> Shipped from: <i>Milano Malpensa</i> Insurance cover: <input checked="" type="checkbox"/> max. cover <input checked="" type="checkbox"/> War Risk /SRCC ⁸	<input type="checkbox"/> DAT Delivered at Terminal	Named terminal or quay of destination: _____	<input type="checkbox"/> DAP Delivered at Place	Named place of destination: _____
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<input type="checkbox"/> DAT Delivered at Terminal	Named terminal or quay of destination: _____										
<input type="checkbox"/> DAP Delivered at Place	Named place of destination: _____										

6. The commodity code or customs code is the 6-digit code of the product under the Harmonised System of the World Customs Organisation (http://www.wcoomd.org/home_hsoverviewboxes.htm) 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, etc.)

7. UNECE ECE/Trade/203 Recommendation n°9 – Alphabetic Code for the Representation for Currencies; available at http://www.unece.org/cefact/recommendations/rec_index.html.

8. Strikes, Riots and Civil Commotion

Other terms (according to the Incoterms® 2010 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 2013

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 Box A-3 ('Delivery Terms') (see Introduction, § 6) **and, when applicable, a date of shipment (see Introduction, §7)**

A-5	INSPECTION OF THE GOODS (ART. 3)
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <input type="checkbox"/> Upon shipment <input checked="" type="checkbox"/> Before shipment <input type="checkbox"/> Other: _____ </div> <div style="width: 65%;"> Surveyor _____ Surveyor BIVAC Place of inspection: Carrier's Terminal-Milan </div> </div>	
<input type="checkbox"/> Inspection fee on Seller's account <input checked="" type="checkbox"/> Inspection fee on Buyer's account	
A-6	RETENTION OF TITLE (ART. 7)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
A-7	PAYMENT CONDITIONS (ART. 5)
<div style="margin-bottom: 10px;"> <input type="checkbox"/> Payment on open account (art. 5.1) Time for payment (if different from art. 5.1) _____ days from date of invoice. Other: _____ <input type="checkbox"/> Open account backed by demand guarantee or standby letter of credit (art. 5.6) </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Payment in advance (art. 5.2) Date (if different from art. 5.2): _____ <input type="checkbox"/> Total price <input type="checkbox"/> _____% of the price; remaining amount _____% to be paid at _____ <input type="checkbox"/> Payment in advance backed by advance payment bond </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> Documentary collection (art. 5.4) <input type="checkbox"/> D/P Documents against payment <input type="checkbox"/> D/A Documents against acceptance </div> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> Irrevocable documentary credit (art. 5.3) <input type="checkbox"/> Confirmed <input checked="" type="checkbox"/> Unconfirmed </div> <div style="margin-top: 20px;"> Place of issue (if applicable): Shanghai, China Place of confirmation (if applicable): Milan </div>	

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. 5.5)*

____ 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**IBAN⁹/bank account number** **IT60 X054 2811 1010 0000 0123 456****BIC/Swift code¹⁰** **BITAITR1318**9. <http://www.ecbs.org/iban.htm>10. <https://www2.swift.com/directories/>

A-8	DOCUMENTS (ART.9)
<p><i>Indicate here documents to be provided by Seller. Parties are advised to check the Incoterms® 2010 rule they have selected under A-3 of these Specific Conditions. As concerns transport documents, see also Introduction, § 8</i></p>	
<p><input checked="" type="checkbox"/> Commercial Invoice number of originals/copies 1/2 specific requirements _____ (language, legalization, etc.)</p> <p><input checked="" type="checkbox"/> Packing list number of originals/copies 1/0</p> <p><input checked="" type="checkbox"/> Certificate of origin ____ preferential (indicate type) <input checked="" type="checkbox"/> economic number of originals/copies 1/0 specific requirements _____ (language, legalization, etc.)</p> <p><input checked="" type="checkbox"/> Transport documents: Airway bill (indicate type of transport document required) ____ full set number _____ specific requirements _____ (e.g. consignee, notify, etc.)</p> <p><input type="checkbox"/> Insurance document:</p> <p><input type="checkbox"/> Other: _____</p>	
A-9	CANCELLATION DATE
<p><i>To be completed only if the parties wish to modify Art. 10</i></p>	
<p>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.</p>	

A-10	LIABILITY FOR DELAY (ART. 10.2)	A-11	LIMITATION OF LIABILITY FOR DELAY (ART. 10.4)
<i>To be completed only if the parties wish to modify Art.10.2</i>		<i>To be completed only if the parties wish to modify Art.10.4</i>	
Liquidated damages for delay in delivery shall be: _____ % (of price of delayed goods) per week, with a maximum of _____ % (of price of delayed goods)		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)
<i>To be completed only if the parties wish to modify Art.11.1</i>	
<p>The goods delivered will have to be examined after their arrival at the following place :</p> <p><input type="checkbox"/> Place of business of the consignee to which the goods are sent or redirected</p> <p><input type="checkbox"/> Other:</p>	

A-13	MAXIMUM DELAY FOR NOTIFICATION OF NON-CONFORMITY (ART 11.1)
<i>To be completed only if the parties wish to modify Art.11.1</i>	
Defects must be notified to the Seller immediately upon discovery or as soon as they ought to have been discovered, but not later than _____ after arrival of the goods. This shall not affect the periods of limitation (art. 11.6).	

A-14	LIMITATION OF LIABILITY FOR NON-CONFORMITY (ART. 11.4)
<i>To be completed only if the parties wish to modify Art. 11.4</i>	
<p>Seller's liability for damages arising from lack of conformity of the goods shall be:</p> <p>limited to proven loss (including consequential loss, loss of profit, etc.) not exceeding _____% of the contract price</p> <p>OR</p> <p>_____ (specify amount)</p>	

A-15	APPLICABLE LAW (ART. 1.2)
<i>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</i>	
Any questions not covered by CISG will be governed by the law of Italy (country).	

A-16	RESOLUTION OF DISPUTES (ART. 14)
<i>The two solutions hereunder (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. 1</i>	
<input checked="" type="checkbox"/> ARBITRATION <input checked="" type="checkbox"/> ICC (according to art. 14.2) <input type="checkbox"/> Other _____ (specify) Place of arbitration Singapore Language of the arbitration English Number of arbitrators 1	<input type="checkbox"/> LITIGATION (ordinary courts) In case of dispute the courts of _____ (place), shall have exclusive jurisdiction.

A-17	OTHER

The present contract of sale will be governed by these Specific Conditions (to the extent that the relevant boxes 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, 2013 (date)

The Seller

Romani

Name

Stefano Romani

Title

Director, ASEAN

The Buyer

Hsu

Name

Debra Hsu

Title

Purchase Manager