



A. SPECIFIC CONDITIONS

These Specific Conditions have been prepared in order to permit the parties to agree to 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 to other terms or further details in box A-16 or in one or more annexes.

SELLER		BUYER	
Name	<input style="width: 95%;" type="text"/>	Name	<input style="width: 95%;" type="text"/>
Address	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>	Address	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
Contact	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>	Contact	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
<p>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 ICC General Conditions of Sale (Manufactured Goods Intended for Resale) which constitute part B of this document.</p>			
Seller Signature	<hr style="border: 0; border-top: 1px solid black;"/>	Buyer Signature	<hr style="border: 0; border-top: 1px solid black;"/>
Place	<input style="width: 95%;" type="text"/>	Place	<input style="width: 95%;" type="text"/>
Date	<input style="width: 95%;" type="text"/>	Date	<input style="width: 95%;" type="text"/>

A-1 GOODS SOLD
Description of the Goods
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>

A-2 CONTRACT PRICE (Art. 4)	
Currency: <input style="width: 250px;" type="text"/>	Amount in Numbers: <input style="width: 200px;" type="text"/>
Amount in Letters: <input style="width: 650px;" type="text"/>	

A-3 DELIVERY TERMS	(According to Incoterms 2000)																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px;">EXW</td> <td style="padding: 2px;">Ex Works; Named Place</td> <td style="width: 100px;"><input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px;">FOB</td> <td style="padding: 2px;">Free On Board; Named Port of Shipment</td> <td><input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px;">CIF</td> <td style="padding: 2px;">Cost Insurance Freight; Named Port of Shipment</td> <td><input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px;">DDP</td> <td style="padding: 2px;">Delivered Duty Paid; Named Destination</td> <td><input style="width: 95%;" type="text"/></td> </tr> </table>	<input type="checkbox"/>	EXW	Ex Works; Named Place	<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	FOB	Free On Board; Named Port of Shipment	<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	CIF	Cost Insurance Freight; Named Port of Shipment	<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	DDP	Delivered Duty Paid; Named Destination	<input style="width: 95%;" type="text"/>	
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<input type="checkbox"/>	DDP	Delivered Duty Paid; Named Destination	<input style="width: 95%;" type="text"/>														
Other delivery terms:	<div style="border: 1px solid black; width: 600px; height: 40px;"></div>																



A-5 INSPECTION OF THE GOODS BY BUYER (ART. 3)

Before Shipment Place of Inspection:

Other

A-7 PAYMENT CONDITIONS (ART. 5)

Irrevocable documentary credit (art. 5.3) Confirmed Unconfirmed

Place of issue (if applicable):

Place of confirmation (if applicable):

Credit Available:

By payment at sight

By deferred payment at days

By acceptance of draft 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 delivery

Other:

Electronic Funds Transfer (EFT)

Beneficiary Name:	<input type="text"/>
Account No:	<input type="text"/>
Bank Name:	<input type="text"/>
Bank Address:	<input type="text"/>
SWIFT:	<input type="text"/>
Correspondent Bank:	<input type="text"/>
Bank Address:	<input type="text"/>
ABA or SWIFT:	<input type="text"/>

A-15 RESOLUTION OF DISPUTES (ART. 14)

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 Article 14.

ARBITRATION

ICC (according to Art 14.1)

Place of arbitration:

Other (specify):

LITIGATION (ordinary courts)

In case of dispute the courts of (place)

shall have jurisdiction



A-16 OTHER

Document Requirements:

Signed Commercial Invoice 1 Original 2 Photocopies

The Commercial Invoice on company letterhead, written in English, addressed to XYZ Corporation and including the following items:

- 1) A detailed description of the merchandise.
2) XYZ Contract Purchase Order Number(s), Purchase Order number, Style Number(s), Total number of cartons per Purchase Order, Total number in units (pieces) per Purchase Order, in USA currency and the total extended FOB transaction price for each Purchase Order in USA currency. The total invoice FOB transaction purchase price must also be written in words.
3) Seller and Actual Manufacture names and addresses.
4) Harmonized Tariff Schedule - HTS 6 (Six digit) code for each line item on Purchase Order(s)
5) Made in" Country of Origin "of the merchandise covered under this Sales Agreement and XYZ Purchase Orders.

Certificate of Origin

- 1) Signed Certificate of Origin 1 Original and 2 Photocopies issued by the Ministry of Commerce of the People's Republic of China certifying that the product shipped under the XYZ purchase order contract number were produced in China and that they comply with the Rules of Origin of the Peoples Republic of China.

Packing List

- 1) Signed Packing / Weight List 1 Original 2 Photocopies for each purchase order represented under the Commercial Invoice. The Packing/Weight List shall include a detailed breakdown of each Purchase Order by carton number, itemizing the inner carton contents, by color, size ratio, units (pieces) per carton, total units per carton, Net Weight(s) and Gross Weight(s) in kilos.
2) The Packing / Weight List will conclude with a summation of the number of cartons, carton measurements in the dimensions by cubic meter (cbm). Total cbm per carton and grand total cbm for the purchase order / contract number. Packing List must include: the "Made in County of Origin.

Other Declarations

- 1) Child Labor, Prisoner labor or Forced Labor Statement 1 Original 2 Photocopies. A signed statement from Vendor, certifying that Child Labor, Prisoner labor or forced labor was not utilized in the production of the merchandise covered under this XYZ Purchase Order / contract number.
2) Wood Packing Materials Statement 1 Original 2 Photocopies. A signed statement from Vendor, certifying merchandise covered under XYZ purchase order/contract number contains no Wood Packing Materials (WPM) in contravention of IPPC Guidelines as approved by the International Plant Protection Convention (IPPC).
3) Signed Testing Certificate as required per the referenced XYZ Purchase Order(s).
4) Signed Statement 1 Original 2 Photocopies which certifies 1 Original 2 Photocopies of all documents provided for within this International Sales Contract have been provided to XYZ's nominated Foreign Freight Forwarder and a complete set of copies of these documents have been sent by express courier to XYZ Corporation Attn: Director Import Operations upon shipment.

Original Forwarders Cargo Receipt 1 Original 2 Photocopies issued by:

[Empty rectangular box for signature]

Consigned to XYZ Corporation, 230 Main Street, Anytown, State 99999. Attn: Imort Director Contact Name Phone: (555) 555-5555, marked first notify party: Customs Broker, (mailing address) Attn: Broker Contact Name Phone (444) 444-4444 and second notify party: XYZ Corporation Attn: Import Manager Contact Name, 230 Main Street, Anytown, State 99999 Phone: (555) 777-7777.

ICC International Sales Contract

(Manufactured Goods Intended for Resale)



REF #:

01-VENDOR-YEAR-MO/DY-00

(Note: Last Two Digits Signifies Version)

A-16 OTHER (CONTINUED)

Time of Delivery



ICC International Sale Contract (Manufactured Goods Intended for Resale)

B. GENERAL CONDITIONS**Art. 1 GENERAL**

1.1 These General Conditions are intended to be applied together with the Specific Conditions (part A) of the International Sale Contract (Manufactured Goods Intended for Resale), but they may also be incorporated on their own into any sale contract. Where these General Conditions (Part B) are used independently of the said Specific Conditions (Part A), any reference in Part B to Part A will be interpreted as a reference to any relevant specific conditions agreed by the parties. In case of contradiction between these General Conditions and any specific conditions agreed upon between the parties, the specific conditions shall prevail.

1.2 Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself (i.e. these General Conditions and any specific conditions agreed upon by the parties) shall be governed:

- A. by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and
- B. to the extent that such questions are not covered by CISG, by reference to the law of the country where the Seller has his place of business.

1.3 Any reference made to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce

1.4 Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date of conclusion of the Contract.

1.5 No modification of the Contract is valid unless agreed or evidenced in writing. However, a party may be precluded by his conduct from asserting this provision to the extent that the other party has relied on that conduct.

ART. 2 CHARACTERISTICS OF THE GOODS

2.1 It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of the Seller, shall not take effect as terms of the Contract unless expressly referred to in the Contract.

2.2 Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to him. The Seller also remains the exclusive owner of any intellectual or industrial property rights relating to the goods.

ART. 3 INSPECTION OF THE GOODS BEFORE SHIPMENT

If the parties have agreed that the Buyer is entitled to inspect the goods before shipment, the Seller must notify the Buyer within a reasonable time before the shipment that the goods are ready for inspection at the agreed place.

ART. 4 PRICE

4.1 If no price has been agreed, the Seller's current list price at the time of the conclusion of the Contract shall apply. In the absence of such a current list price, the price generally charged for such goods at the time of the conclusion of the Contract shall apply.

4.2 Unless otherwise agreed in writing, the price does not include VAT, and is not subject to price adjustment.

4.3 The price indicated under A-2 (contract price) includes any costs which are at the Seller's charge according to this Contract. However, should the Seller bear any costs which, according to this Contract, are for the Buyer's account (e.g. for transportation or insurance under EXW or FCA), such sums shall not be considered as having been included in the price under A-2 and shall be reimbursed by the Buyer.

ART. 5 PAYMENT CONDITIONS

5.1 Unless otherwise agreed in writing, or implied from a prior course of dealing between the parties, payment of the price and of any other sums due by the Buyer to the Seller shall be on open account and time of payment shall be 30 days from the date of invoice. The amounts due shall be transferred, unless otherwise agreed, by teletransmission to the Seller's bank in the Seller's country for the account of the Seller and the Buyer shall be deemed to have performed his payment obligations when the respective sums due have been received by the Seller's bank in immediately available funds.

5.2 If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment, unless otherwise agreed, refers to the full price, and that the advance payment must be received by the Seller's bank in immediately available funds at least 30 days before the agreed date of delivery or the earliest date within the agreed delivery period. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in this article.

5.3 If the parties have agreed on payment by documentary credit, then, unless otherwise agreed, the Buyer must arrange for a documentary credit in favour of the Seller to be issued by a reputable bank, subject to the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, and to be notified at least 30 days before the agreed date of delivery or at least 30 days before the earliest date within the agreed delivery period. Unless otherwise agreed, the documentary credit shall be payable at sight and allow partial shipments and transshipments.

5.4 If the parties have agreed on payment by documentary collection, then, unless otherwise agreed, documents will be tendered against payment (D/P) and the tender will in any case be subject to the Uniform Rules for Collections published by the International Chamber of Commerce.

5.5 To the extent that the parties have agreed that payment is to be backed by a bank guarantee, the Buyer is to provide, at least 30 days before the agreed date of delivery or at least 30 days before the earliest date within the agreed delivery period, a first demand bank guarantee subject to the Uniform Rules for Demand Guarantees published by the International Chamber of Commerce, or a standby letter of credit subject either to such Rules or to the Uniform Customs and Practice for Documentary Credits published by the International Chamber of Commerce, in either case issued by a reputable bank.

ART. 6 INTEREST IN CASE OF DELAYED PAYMENT

6.1 If a party does not pay a sum of money when it falls due the other party is entitled to interest upon that sum from the time when payment is due to the time of payment.

6.2 Unless otherwise agreed, the rate of interest shall be 2% above the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place of payment, or where no such rate exists at that place, then the same rate in the State of the currency of payment. In the absence of such a rate at either place the rate of interest shall be the appropriate rate fixed by the law of the State of the currency of payment.

ART. 7 RETENTION OF TITLE

If the parties have validly agreed on retention of title, the goods shall remain the property of the Seller until the complete payment of the price, or as otherwise agreed.

ART. 8 CONTRACTUAL TERM OF DELIVERY

Unless otherwise agreed, delivery shall be "Ex Works" (EXW).

ART. 9 DOCUMENTS

Unless otherwise agreed, the Seller must provide the documents (if any) indicated in the applicable Incoterm or, if no Incoterm is applicable, according to any previous course of dealing.



ICC International Sale Contract (Manufactured Goods Intended for Resale)

ART. 10 LATE-DELIVERY, NON-DELIVERY AND REMEDIES THEREFOR

10.1 When there is delay in delivery of any goods, the Buyer is entitled to claim liquidated damages equal to 0.5% or such other percentage as may be agreed of the price of those goods for each complete week of delay, provided the Buyer notifies the Seller of the delay. Where the Buyer so notifies the Seller within 15 days from the agreed date of delivery, damages will run from the agreed date of delivery or from the last day within the agreed period of delivery. Where the Buyer so notifies the Seller after 15 days of the agreed date of delivery, damages will run from the date of the notice. Liquidated damages for delay shall not exceed 5% of the price of the delayed goods or such other maximum amount as may be agreed.

10.2 If the parties have agreed upon a cancellation date in Box A-9, the Buyer may terminate the Contract by notification to the Seller as regards goods which have not been delivered by such cancellation date for any reason whatsoever (including a force majeure event).

10.3 When article 10.2 does not apply and the Seller has not delivered the goods by the date on which the Buyer has become entitled to the maximum amount of liquidated damages under article 10.1, the Buyer may give notice in writing to terminate the Contract as regards such goods, if they have not been delivered to the Buyer within 5 days of receipt of such notice by the Seller.

10.4 In case of termination of the Contract under article 10.2 or 10.3 then in addition to any amount paid or payable under article 10.1, the Buyer is entitled to claim damages for any additional loss not exceeding 10% of the price of the non-delivered goods.

10.5 The remedies under this article are exclusive of any other remedy for delay in delivery or non-delivery.

ART. 11 NON-CONFORMITY OF THE GOODS

11.1 The Buyer shall examine the goods as soon as possible after their arrival at destination and shall notify the Seller in writing of any lack of conformity of the goods within 15 days from the date when the Buyer discovers or ought to have discovered the lack of conformity. In any case the Buyer shall have no remedy for lack of conformity if he fails to notify the Seller thereof within 12 months from the date of arrival of the goods at the agreed destination.

11.2 Goods will be deemed to conform to the Contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties but the Buyer will be entitled to any abatement of the price usual in the trade or through course of dealing for such discrepancies.

11.3 Where goods are non-conforming (and provided the Buyer, having given notice of the lack of conformity in compliance with article 11.1, does not elect in the notice to retain them), the Seller shall at his option:

- (a) replace the goods with conforming goods, without any additional expense to the Buyer, or
- (b) repair the goods, without any additional expense to the Buyer, or
- (c) reimburse to the Buyer the price paid for the non-conforming goods and thereby terminate the Contract as regards those goods.

The Buyer will be entitled to liquidated damages as quantified under article 10.1 for each complete week of delay between the date of notification of the non-conformity according to article 11.1 and the supply of substitute goods under article 11.3(a) or repair under article 11.3(b) above. Such damages may be accumulated with damages (if any) payable under article 10.1, but can in no case exceed in the aggregate 5% of the price of those goods.

11.4 If the Seller has failed to perform his duties under article 11.3 by the date on which the Buyer becomes entitled to the maximum amount of liquidated damages according to that article, the Buyer may give notice in writing to terminate the Contract as regards the non-conforming goods unless the supply of replacement goods or the repair is effected within 5 days of receipt of such notice by the Seller.

11.5 Where the Contract is terminated under article 11.3(c) or article 11.4, then in addition to any amount paid or payable under article 11.3 as reimbursement of the price and damages for any delay, the Buyer is entitled to damages for any additional loss not exceeding 10% of the price of the non-conforming goods.

11.6 Where the Buyer elects to retain non-conforming goods, he shall be entitled to a sum equal to the difference between the value of the goods at the agreed place of destination if they had conformed with the Contract and their value at the same place as delivered, such sum not to exceed 15% of the price of those goods.

11.7 Unless otherwise agreed in writing, the remedies under this article 11 are exclusive of any other remedy for non-conformity.

11.8 Unless otherwise agreed in writing, no action for lack of conformity can be taken by the Buyer, whether before judicial or arbitral tribunals, after 2 years from the date of arrival of the goods. It is expressly agreed that after the expiry of such term, the Buyer will not plead non-conformity of the goods, or make a counter-claim thereon, in defence to any action taken by the Seller against the Buyer for non-performance of this Contract.

ART. 12 COOPERATION BETWEEN THE PARTIES

12.1 The Buyer shall promptly inform the Seller of any claim made against the Buyer by his customers or third parties concerning the goods delivered or intellectual property rights related thereto.

12.2 The Seller will promptly inform the Buyer of any claim which may involve the product liability of the Buyer.

ART. 13 FORCE MAJEURE

13.1 A party is not liable for a failure to perform any of his obligations in so far as he proves:

- (a) that the failure was due to an impediment beyond his control, and
- (b) that he could not reasonably be expected to have taken into account the impediment and its effects upon his ability to perform at the time of the conclusion of the Contract, and
- (c) that he could not reasonably have avoided or overcome it or its effects.

13.2 A party seeking relief shall, as soon as practicable after the impediment and its effects upon his ability to perform become known to him, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases.

Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.

13.3 Without prejudice to article 10.2, a ground of relief under this clause relieves the party failing to perform from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing as long as and to the extent that the ground subsists.

13.4 If the grounds of relief subsist for more than six months, either party shall be entitled to terminate the Contract with notice.

ART. 14 RESOLUTION OF DISPUTES

14.1 Unless otherwise agreed in writing, all disputes arising in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

14.2 An arbitration clause does not prevent any party from requesting interim or conservatory measures from the courts.