SALES CONTRACT

 CONTRACT NO:

 DATE:

Seller: Buyer:

This contract is signed by and between the Seller and the Buyer whereby the Seller agrees to sell and Buyer agrees to buy the under mentioned goods according to the terms and conditions as below:

|  |  |  |  |
| --- | --- | --- | --- |
| 1-Name of commodity,Specification &Packing | 2-quantity | 3-Unit Price | 4- Total Amount |
|  |  |  |  |
| Quantity allowance\_+ % |

5- Inspection: the inspection certification of quality, quantity /weight issued by ---------------- shall be taken as final unless otherwise specified by both parties.

6- Insurance: To be covered by the buyer or seller for --------% of the total value against --------------.

Should the buyer desire to cover for other risks besides the afore-mentioned or for an amount exceeding the afore-mentioned limit, the seller's approval must be obtained first, and all additional premium charges incurred therewith shall be for the buyer's account.

7-Port of Loading: Port of Destination:

9-Time of Shipment:

10-Shipping Marks:

11-Terms of payment: The buyer shall establish a 100% irrevocable L/C at sight, to be opened 1 month before shipment in favor of the seller.

12-Remarks:

13-Shipment: in case of C&F contract the carrying vessel shall be arranged by the seller or if this contract is made on F.O.B or F.A.S. or F.C.A or any other terms under which Buyer has to secure or arrange vessel's space, Buyer shall secure or arrange necessary vessel's space on the basis of berth terms and give Seller shipping instructions in time, including, without limitation, the name and detailed schedule of the vessel. Failure of Buyer to give such instructions in time is a breach of this contract and vessel space and make shipment ,(2) dispose of the goods specified on the face of this contract or (3) terminate this contract or any part thereof , without prejudice to any other rights and remedies Seller may have.

14-Force Majeure: The Seller shall not be responsible for late delivery or non-delivery of the goods due to Force Majeure, including flood, earthquake, typhoon, etc. However, after the accident, a certificate of the accident, issued by the competent government authorities or the chamber of commerce which is located at the place where the accident occurs as evidence thereof, if this is requested by the Buyer.

15-Claims: if both parties have otherwise specified under clause 5, claims concerning quality/quantity shall be made within 30 days after the arrival of the goods at destination, and the goods must be kept intact for inspection and must not be used or resold partly/wholly until such an inspection has been completed by a both agreed well-known international inspection authority. Or the Buyer shall be deemed to have waived its right to make any claims. The Seller shall not consider any claims for compensation, for losses due to natural causes, or belong to the responsibilities of the ship owners or the insurer. In case the L/C does not reach the Seller within the time stipulated in the contract or the opened L/C not in conformity with the said contract, and the Buyer fails to amend its terms within the time limit after being notified by the Seller, the Seller has the right to cancel the contract or to delay the delivery of the goods as well as to lodge claims for damages.

16-Arbitration: any dispute arising from the execution of or in connection with this contract should be settled through negotiation. For the dispute caused by Force Majeure, the settlement should be referred to Clause 15. In case no settlement can be reached, the case shall then be submitted to the China Council for the Promotion of International Trade of the Province Sub –Council (CCPIT) or to the Chamber of Commerce, Industries and Mines (ICCIM) or to the Arbitration Center of Iran Chamber of Commerce and Industries and Mines (ACIC).

For settlement by arbitration in accordance with Chamber’s Rules. The award rendered by the Chamber shall be final and binding on both parties.

17-other conditions: Any alterations and additions to the contract shall be valid only if they are made out in writing and signed by both parties. Neither party is entitled to transfer its right and obligation under this contract to a third party before obtaining a written consent from the other party.

After the signing of the contract, all previous and correspondence related to it will be taken as null and void.

18-Trade Terms: Trade Terms used in this contract shall be governed by the provisions of “INCOTERMS" 1990 adopted by the International Chamber Of Commerce.

19- For bulk liquid cargo, the attached addendum is the indispensable part of the sales contract.