

SAMPLE OF EXPORT CONTRACT

7. INSPECTION OF THE GOODS BEFORE SHIPMENT

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

The place of inspection will be: *[insert the physical place in where the inspection will take place: port, airport, customs, etc., as well as city and country in where this place is located. Usually, will be the delivery place mentioned in clause 3].*

8. RETENTION OF TITLE

It is understood that the Products hereunder remain the property of the Seller, until the Buyer has completed payment completely. Until such point the Products shall be deemed to be a deposit in possession of the Buyer, and the Buyer shall meet all obligations incurred by receiving such deposit, while being entitled to administer the Products with due diligence.

9. LATE DELIVERY OR NON-DELIVERY OF GOODS

9.1 If the goods are not delivered for any reason whatsoever (including force majeure) by *[insert date according to clause 4]*, the Buyer will be entitled to cancel the Contract immediately by means of a simple notification to the Seller. This notification of delay must be made within 15 calendar days following the date agreed for delivery.

9.2 If Buyer notifies the delay after the 15 calendar days following the date agreed for delivery, the compensation shall be calculated from the date of notification.

9.3 In the event of delay in the delivery of goods, the compensation for damages owed by the Seller to the Buyer:

Alternative A. Shall be % *[insert percentage, usually 0.5%]* of the price of goods for each complete week of delay, with a maximum of % *[insert percentage]* of the total price of goods, provided the Buyer notifies the Seller of the delay within 15 calendar days following the date agreed for delivery. Where the Buyer notifies

the Seller after the 15 days of the agreed date of delivery, compensation will run from the date of notice.

Alternative B. Shall be [insert amount] for each complete week of delay, with a maximum of [insert amount] of the total price of products, provided the Buyer notifies the Seller of the delay within 15 calendar days following the date agreed for delivery. Where the Buyer notifies the Seller after the 15 days following the agreed date of delivery, compensation will run from the date of notice.

10. NON-CONFORMITY OF THE GOODS

- 10.1 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. Under no circumstances shall the Buyer be entitled to receive compensation 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.
- 10.2 Goods will be deemed to conform to Contract despite minor discrepancies between the delivered and agreed products which are usual in the affected market or through course of dealing between the Parties. However, the Buyer will be entitled to a possible reduction of the equivalent price which might usually be applied in this type of market or through course of dealing.
- 10.3 When goods are not conforming and when the Buyer, having given notice of lack of conformity in compliance with Clause 10.1, decides not to retain them, the Seller shall have the following options:
- (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.

This is a sample of 2 pages out of 9 of the **Export Contract**.

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EXPORT CONTRACT