**.................. PURCHASE CONTRACT**

**.................. 42.5 N or R**

**Contract No: -10166**

**THIS AGREEMENT MADE AND ENTERED INTO ON 14/11/ 2011**

**VALID FOR 6 (…………..) MONTHS**

 **By and between:**

**Herein after called the** “seller” **with**

**Through:**

..................

**Representative**

Mr. ………………..

**And**

..................

**Herein after called the** “buyer” **and**

Whereas: **The seller and the buyer both agree to finalize this contract under the terms and conditions**

1. Clause 01. DESCRIPTION OF THE GOODS

……………………………………………………….

…………………………………………………………………….

1. ORIGIN

…………………………………….

1. DESTINATION :

Destination shall be CIF BANDAR ABAS IN PERSIAN GULF

1. PRICE PER METRIC TON

Every month both parties agree upon (by email).

1. CONTRACT AMOUNT

80MT monthly(can be increased by both parties acceptance)

1. PAYMENT TERMS

As per procedure (clause 13)

1. PRODUCT DOCUMENTATION PER LIFT

A full set of the following documents will be presented to the buyer:

1. BL issued by shipping line

1. 2 commercial Invoice
2. 3 packing list

1. 4 Weigh slip issue by official Port bridge
2. The details of B/L are as under

**………………………………………………………………………**

**…………………………………………………………………………….**

1. FORCE MAJEURE

Neither party to this contract shall be held responsible for breach of contract caused by an act of god, insurrection, civil war, war, military operation or local emergency. The parties do hereby accept the international provision of “Force Majeure” as published by the international chamber of commerce, Geneva, Switzerland, and as defined by I.C.C. rules uniform customs and practice.

1. AUTHORITY TO EXECUTE THIS CONTRACT

The parties to this contract declare that they have full authority to execute this document and accordingly to be fully bound by the terms and conditions.

 EXECUTION OF THIS CONTRACT

This contract may be executed simultaneously in two or more counterparts via electronic (email) or facsimile transmission, each of which shall be deemed as originals and legally binding.

1. GOVERNING LAW

This contract shall be governed, and interpreted in accordance with the united nation convention for the sale of goods (U.N. Convention). In event of inconsistency between this contract and the provisions of the U.N. Convention, this contract shall have priority for the purpose of article 39 of the U.N. Convention a reasonable period of time shall be deemed to be five (5) days. This contract shall further be construed in accordance with the courts of the European Union, which shall apply to ICC rules and regulations.

1. LANGUAGE USED

The English language shall be used.

 PROCEDURES

1. The buyer issues each months price for 80MT and confirmed by the seller.

1. The Seller load the commodity and prepare all documents and send the original documents include OBL, for the buyer office in Dubai “by DHL” (excluding the first party) when the buyer received the documents, the buyer transfer 100% of payment for the seller (For first party the seller send scan copy of non-negotiable BL for the buyer after that the buyer transfer the 100 % payment and the seller send the documents by using DHL for the buyer office in Dubai).
2. The buyer receives the commodity and according to Net weight of commodity in the buyer factory ,any weight shortage up to 200 kg for one container , covered by the buyer and the seller compensate “in the next party” if there would be more than that.
3. For the quality, if buyer find any impurities or extra water inside mentioned .................. in clause 1 ,the buyer takes photo and prepares the positive documents(as a report) and the seller compensates ”in next party”.

SIGNATURE PAGE

**Witness whereof, the parties hereto do set their hands and are witnessed with seals upon this Commodity Contract as of the following date:**

|  |  |
| --- | --- |
| Seller Signature: | Buyer Signature |
| FOR SELLER:  | FOR BUYER : |
| DATE: 14/11/  | DATE:  |
| SELLER DETAILS:MR.SohailReg no.: AdressFAX: MOBILE: EMAIL:    | BUYER DETAILS: Adress:: **postal code**: **Website:** **Email:** FAX: MOBILE: EMAIL:  |