

## توجه

این پیش نویس قرارداد شامل کلیات و اصول قراردادهای تجاری بوده و صرفاً بعنوان راهنما ارائه می گردد. جهت انعقاد قرارداد تجاری باید جزئیات، تعهدات طرفین، موضوع، میزان و ارزش قرارداد، داوری و قوانین حاکم و هر نوع توافق جزئی در این چارچوب، تحت نظارت مشاور حقوقی شرکت، درج گردد.

### **THE SALES CONTRACT NO.....DATED.../.../...**

This contract is signed and concluded between (Name and full address of the Iranian exporter or company) hereinafter called "Seller" in this contract in one hand and (The name and full address of foreign buyer) herein after called "Buyer" on the other hand.

#### **Article 1- Subject & Price of contract:**

Sales of (full name and details of the goods to be exported regarding weight, amount) For a total amount of (full price details of the goods and whole price)

#### **Article 2- Validity of Contract:**

The validity of this contract is .....months, starting from the date of its conclusion.

#### **Article 3-Date of Shipment:**

The goods subject to this contract should be shipped within .....days after the date of ..... in (number of parties) party (ies)

#### **Article 4-Packing and shipment:**

The goods subject to this contract will be packed in (type of packing) and shipped by (vessel/truck/train/air) from (place the goods will be sent from) to (Destination port/city & country) on (incoterms) basis.

#### **Article 5-Terms of payment:**

The price of the goods will be paid as follows :  
(full details of the term of payment, exact dates , account number of the seller and buyer and the name of the banks)

#### **Article 6-Obligations of the seller:**

The seller must:

1-6) Provide and export the goods in conformity with the specifications approved by the buyer, according to the Articles 3 and 4 of this contract, after obtaining the necessary export permission.

2-6) Upon each shipment, provide all the shipping documents including bill of lading , packing list , certificate of origin , and other required certificates and send by courier service.

**Article 7- Obligations of the Buyer:**

The buyer must:

1-7) at his own expense , obtain the necessary import permission for the goods and their release from customs.

2-7) Inspect the goods before shipment , no claims are accepted after delivery.

3-7) Upon arrival of the goods at the destination port, take the necessary steps to release them and inform the seller of lack or absence of any/all, of the relative documents.

4-7) Remit the cost of the shipped goods according to the terms stipulated in this contract.

5-7) In the case of being unable to remit the cost of the shipped goods, the buyer should inform the seller of the results and reasons.

**Articl 8-Dispute Settlement**

All disputes and claims arising from or relating to the present contract including its conclusion, validity, termination or breach, and its interpretation or application shall be submitted to the Arbitration Center of the Iran chamber (ACIC) for binding and final arbitration by one or three arbitrators in accordance with the LAW of statute of the Arbitration Center of the Iran chamber (LSACIC) and its Arbitration Rules. In addition to the applicable laws and regulations, the Arbitration(s) shall take into account the relevant trade usages. The present Arbitration clause shall be treated as an agreement independent of this contract and shall in any case be binding

**Article 9-Other Terms:**

(All other terms agreed by the parties)

This contract has been prepared and signed by the both parties in 9 articles, in 3 original copies on (date of signing the contract) and each has the same legal force.

***Signed and sealed  
Full name***

***Signed and sealed  
Full name***