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Sales contract format for import

Import Export Contract Terms – Over 1000 visitors per day come to this page looking for information for their import export business need. The second part this page is ready at hand and we hope it will soon be published here. Sales Contract/Purchase Contract A contract is a contract that creates an obligation, which is a binding, legally enforceable agreement between two or more competent parties. A contract may be drawn up either by the seller or by the buyer, and it is called a sales contract or a purchase contract respectively. The official contract consists of the following main terms: Import Export Contract Terms on FOB Price Methods - Free on board means that the seller fulfills his obligation to deliver when the goods have passed over the ship's railway to the port called shipping. The buyer must bear all costs and risks of loss or damage to the goods at that time. The FOB terms require the seller to release the goods for export. This term may be used only for transport by sea or inland waterway. CFR or C&F - Cost and transport and transport costs means that the seller must pay the costs and transport necessary to bring the goods to the named port of destination, but the risk of loss or damage to the goods, as well as any additional costs due to events occurring after the time of delivery of the goods on board the ship, is transferred from the seller to the buyer when the goods pass the ship's railway in the port of dispatch. The term CFR requires the seller to release the goods for export. Import Export Contract Terms CIF - Cost, Insurance, and Transport CIF means that the seller has the same obligations as under CFR, but with the addition that he must procure marine insurance against the buyer's risk of loss or damage of goods during transportation. The seller contracts for insurance and pays the insurance premium. DAF - Delivered at the border (... place called) DAF means that the seller fulfills his obligation to deliver when the goods have been made available, authorized for export, at the point and place designated at the border, but before the customs border of the neighboring country. The term is intended primarily for use when goods are to be transported by rail or road, but may be used for any other mode of transport. Import Export Contract Terms on Irrevocable Payment Methods L/C (Credit Letter) A credit letter eliminates financial risks for you, manufacturer and distributor. When the distributor confirms the order, a letter of credit is drawn from the bank of that company to a branch in the United States or to your bank. This letter of credit that funds are available from the distributor to cover the same costs that you have quoted. An irrevocable letter of credit assures you that the order will not be cancelled at any time. If the letter of credit is also confirmed by your bank to deliver the goods, the distributor is insured delivery. Once the letter of credit is confirmed by the bank, foreign exchange also confirmed, so you don't have to worry about currency fluctuation. Import Export Contract Terms Practically, the bank holds the money until all shipping documents are submitted. The credit letter shall specify the terms and conditions for making it legal and negotiable in cash, usually taking into account the proof of dispatch of the goods. The freight shipper helps you get all these documents. When you hand them over to the banker, the credit letter is converted into liquid assets to then pay the manufacturer and all other invoices in the transaction. Never work on promises. Not only are you taking a giant risk, but you're also creating bad risks for everyone you're involved with. A letter of credit is the only sure way to transfer these payments. Irrevocable L/C is the one that cannot be withdrawn or modified by the opening bank without the consent of the beneficiary. This type of L/C is safer and therefore is most often used. It submits that, in accordance with Uniform Customs and Practice of Commercial Documentary Credits 500, if an L/C is not marked as irrevocable or not, it should be considered irrevocable. Submission - Import Export Contract Terms Submission is of three types: Mail Transfer (M/T), Telegraph Transfer (T/T), and Outline Request (D/D). Through Postal Transfer, the buyer will hand over the payment of the assets of the issuing bank which will authorize the branch or the correspondent bank in the beneficiary's country by post to make the payment to him. Mail transfer is less expensive, but it costs more time, while telegraph transfer is more expensive, but it is much earlier. By Demand Draft, the buyer will come to the local bank to buy a banker's invoice and then deliver it to the seller or recipient by post. If the seller or beneficiary has received it, he will come to the bank designated by the banker's invoice for cash. In addition to the banker's invoice, promissory notes or cheques can also be used in this way. Documentary collection under D/P in plain sight, the seller could shoot or not pull a project on the buyer. He hands over the shipping documents with (or without) the project, and the shipping documents and the project (or the without project) will be transferred to the collection bank, which will present them to the buyer and ask him to make the payment in plain sight. The buyer, in plain sight, should then make the payment and get the shipping documents. If the collection has thus finished collecting, it should immediately notify the relapsing bank, which will then make the payment to the seller. Import Contract Terms D / P to _ days from sight (date) Buyer will properly accept the draft documentary drawn by the seller at _ days of view at the first presentation and make payment on its Shipping documents must be delivered for a fee only. Documents against acceptance (D/A) According to D/A, the buyer can obtain the shipping documents from the collection bank after duly accepting the project. This applies only to the project time. This will greatly comfort the buyer, but it means much more risk to the seller, for once he has delivered the shipping documents, he will have lost his title on the goods. The terms of the import export contract D/A mean more risks to the seller, for the buyer could refuse to pay after accepting the project and taking the delivery of the goods. Of course, the seller could sue him, but so is often the case, the buyer claims bankruptcy and then the seller can not do anything to remedy the situation. Import Export Contract Import Terms Import Contract to Import Export Business Page Back to For Your Dream Career Home Page Copyright ©2006-2020 For-Your-Dream-Career.com Hihabit 10.56 CONTRACT FOR SALE No.: 2010-JKWH-0503-0001 This Contract of Sale (Contract) is concluded on March 5, 2010 (Date of Entry into Force) in Shanghai, PRC. Between: (1) Shangao Jinko Solar Import and Export Co., LTD (hereinafter referred to as the Seller) Address: Xuri District, Shangao, Economic Development Area, Jiangxi Province, China ZIP Code: 334100 Tel: +86-793-8469699 Fax: +86-793-8461152 (2) TRE Tozzi Renewable Energy (hereinafter referred to as Buyer) Address: Via Zuccherificio, 10 Mezzano (RA) – Italy POSTAL Code: 48010 Tel: +39 0544 525011 Fax: +39 0544 525299 (The Seller or Buyer, hereinafter referred to as Individual Party and Collective Parties) This Agreement is subject to the bankability of the Seller's products, and, following a mutual written agreement, some minor changes required by the Buyer's Bank are permitted. Jinko undertakes to receive a technical inspection from a third party (the Bank's technical advisor) and must bear the relevant costs. This inspection must be carried out by 31 March 2010. Once the bank has accepted Jinko as seller and the contract modification is complete, the Seller will issue the commercial invoice and bank guarantee amounting to ****% of the total volume of the contract. Within 10 working days of issuing the documents, ****% of the advance payment will be paid by the buyer. The Buyer and the Seller agree to carry out the following transactions in accordance with the terms and conditions set out below: **** Confidential materials omitted and filed separately with the Commission. 1 From the date of execution until October 31, 2010 (Contract Period), the Buyer agrees to buy from the Seller, and the Seller agrees to sell the products (Product) to the Buyer, as set out below. The date of shipment and the volume for each scheduled order of products are in separate delivery program Delivery program Description of goods Total ****mm Multicellular mode, 60 cells ****mm ****Wp Voltage max ****% ****6mm Multicellular mode, 60 cells ****mm ****Wp Max voltage ****% ****% Multicellular mode, 60 cells ****mm ****Wp Max voltage ****% ****% Monthly quantity Watt ****% **** Price, May ****% **** Price, June ****% **** Price, August ****% **** Price, September ****% Total Quantity **** Watt, approx. ****% Total: Approx. EURO **** euro only CIF The average price per Watt of the total contract will remain at ****% (CIF). Confidential materials omitted and submitted separately to the Commission. 2 Optional volume: 14 MW additional at the price of DE ****% CIF (port of Italy) to be confirmed by the buyer by 31 May 2010. This volume will be delivered in July, August and September. Under the shipping schedule, the Seller will issue to the buyer a pro-forma invoice written by e-mail, fax or internationally recognized express courier service (two (2) business days of delivery) forty-five (45) days before the scheduled date of shipment (Date of shipment) of each month during the contract period. The buyer will sign and return the Proforma invoice within five (5) working days of receipt. All Proforma invoices will be subject to the terms and conditions set forth in this Agreement. Within five (5) working days of receiving a purchase order from the Buyer, the Seller will issue a written confirmation and invoice for such a purchase order to the Buyer (Confirmation and Invoice), provided that the quantity of Products ordered complies with the delivery schedule and that the Seller receives the purchase order at least thirty (30) days before the proposed delivery date. Confirmation and invoice must expressly refer to the applicable purchase order. Upon subsequent receipt of the Buyer's payment in accordance with Section 3 and the issuance of such Confirmation, the Seller will be bound by the Purchase Order and Confirmation and will be required to deliver the Ordered Products in accordance with the terms and conditions of this Agreement, any confirmed Purchase Order or any confirmation thereof, the terms of this Agreement shall prevail. 2. Product Technical Specifications 2.1 Solar Silicon Crystalline Cell Solar Module: Type: **** (Size: **** mm) Power tolerance: ****%. Maximum system voltage: DC **** Volts. The seller will provide a flash report (in an Excel form) of each unique module that attests to the output power of each module. 2.2 See Appendix A to this contract: Technical specification. 3.1 The following commercial period shall apply to transactions under this contract: CIF Ravenna. The above terms of trade are subject to the International Rules for the Interpretation of Trade Terms adopted by the International Chamber of Commerce as from 1 January 2000, including any amendments thereto (INCOTERMS 2000). Confidential materials and submitted separately to the Commission. 3 ****% of the total contract price, so set out in the table Section 1 shall be paid as advance payment by T/T within **** working days of receipt of the commercial invoice and bank guarantee of ****% of the total volume of the contract. % of the balance will be paid by D/P against the downpayment upon arrival at the buyer's port. 3.3 The total purchase price for each shipment will be calculated on the basis of the nominal power of the solar modules recorded on the commercial invoice. Opening of the Bank: BANK OF CHINA, SHANGARO SUCURSAL Bank Address: 43 SHENGLI ROAD, SHANGRAO, PROVINCIA JIANGXI, CHINA Swift Code: BKCHCNBJ550 Beneficiary: Shangaro jinko solar Import and Export Co., Ltd. Beneficiary Address: Xuri District, Shangrao Economic Development Zone, Jiangxi Province, China Beneficiary's Bank Account: 739173935828094038 (Euro account) 4. Title and risk of loss/insurance 4.1 Risks of loss or damage, as well as any additional costs due to events occurring after the time of delivery will be passed to the buyer on delivery in accordance with CIF Incoterms 2000: However, the product title for each specified delivery will pass to the buyer only after payment for those Products has been received in full. 4.2 The seller must also provide marine insurance against the Buyer's risk of loss or damage to the Products during transport ation only on the minimum insurance cover in accordance with C.I.F Incoterms 2000. 4.3 The Buyer shall maintain, at his expense, insurance coverage against all risks that would normally be insured against by a prudent businessman in respect of the Products supplied to him from the moment the Products exceed the track of the transport vessel and extending until the time when the Title to the Products passes to the Buyer in accordance with par.1 above. Confidential materials omitted and submitted separately to the Commission. 4.5.1 Date of dispatch: Determine in a separate annex 5.2 Port of loading: Shanghai, CHINA 5.3 Port of destination: Ravenna, ITALY 5.4 Before packing and dispatch, modules shall be made according to output power with a maximum increase of 1 Watt. Each pallet and container shall contain modules with the same output power with a peak increase of 1 Watt, unless otherwise agreed upon and agreed upon. In the case of transport by CIF [Ravenna], the Seller shall inform the Buyer of the contacts of the shipping agent and the date of dispatch of the relevant vessel by written notification within two (2) working days of the date of dispatch. 6.1 Product packaging shall be suitable for ocean transport and provide protection against moisture, moisture, rust, wear and shock. The Seller shall be liable for any damage to the Product caused by improper or improper packaging during the shipment, provided, however, that the Seller be liable for any damage to the Product caused or attributable to the carrier, or for any other factor not under the seller's control; or 6.2 Packaging of the Product must be suitable for long-distance shipping provides protection against moisture, moisture, rust, wear, shock and harsh handling. The seller will be liable for any damage to the Product caused by improper or improper packaging during shipment. Detailed information about Warranty & Claims is included in Appendix B. 1) Neither Party shall be liable to the other Party for failure or delay in fulfilling any obligation under this Agreement, directly or indirectly, due to God's acts, state of war, embargoes, riots, strikes, blockages and other events which have not been reasonably foreseeable and the effects of which cannot be overcome without undue expense and/or loss of time for the affected party (i.e. the party which cannot perform) 5.2) In the event of an event of force the affected party shall notify the other Party of its occurrence within seven (7) calendar days of its occurrence and shall send a certificate confirming the occurrence of the force majeure event issued by the relevant local authorities within fifteen (15) calendar days of the occurrence of the event. Subsequently, the parties discuss the best way to resolve the delay or interruption caused by the event. If the conditions of force majeure continue to significantly impede the performance of any material obligation under this contract for a period of more than three (3) consecutive calendar months, then either Party shall have the right to terminate this Agreement without consequences 30 days before the written notification of the other Party. (i) Based on the seller's commercial strategy requirement, the Buyer guarantees that it will not resell the Seller's Product to the U.S., Canada and Israel countries, otherwise the Buyer will be fully liable for all losses on the part of the Seller. (ii) The Buyer will guarantee that it has a good commercial reputation and is in good financial condition, otherwise the Buyer will be fully responsible and compensate for the seller's loss in it, provided that the Seller cannot obtain any loan and insurance policy due to the Buyer's such failure. (iii) The Buyer shall be liable for any loss resulting from his failure upon the timely receipt of the Seller's Product at the port of destination. (iv) Unless otherwise provided in accordance with this Agreement, if the Buyer is late in making the payment, the Buyer shall pay liquidated damages equal to 0.05% of the contract amount per day to the Seller. If the delay exceeds (14) days, the Buyer will be deemed unable to pay, and the Seller will have the right to terminate the contract immediately and will ask the Buyer to pay liquidated damages equal to 0.3% of the value without affecting the Seller's other rights under the Agreement. (v) If the Buyer does not make the payment or unilaterally terminates the Contract, the Buyer will pay liquidated damages equal to 5% of the value of the Contract, without affecting the Seller's other rights under the Contract. (vi) Unless otherwise provided in this Agreement, if the seller is late goods for more than (14) days, the Seller will pay liquidated damages equal to 0.05% of the contract amount per day for the Buyer. If the delay exceeds (21) days, the Seller will be deemed unable to produce and ship the goods, and the Buyer will have the right to terminate the contract immediately. 6 The Buyer agrees that the Seller may disclose the principal content of this Agreement to the State Security Commission of the country in which the Seller prepares for his listing business, as necessary. No right to transfer any right or obligation of this contract by any Party without the express written approval of the other party. This contract shall be interpreted in accordance with and governed by German law, unless expressly stated otherwise that it is governed by INCOTERMS 2000. For any specific matter not covered by German law or INCOTERMS 2000, general international commercial practices shall apply. Any dispute relating to the contract or arising from the contract will be settled by amicable negotiations. If an agreement cannot be reached, the dispute will be submitted to the Chinese-European arbitration centre in Hamburg, GERMANY, for arbitration under the UNCITRAL Arbitration Rules in force at the time of filing the arbitration application. Arbitration takes place in Hamburg, GERMANY, and the arbitral decision is final and binding on both parties; and the arbitration fee is borne by the losing party. 1. Each Party shall ensure that neither it nor its affiliates and each of their directors, senior officers and employees have made or will not make any disclosure or notice of: (3) the fact that the parties are in negotiations with each other; and (4) any communication and information relating to any of the above (Confidential Information). Each Party shall not disclose the contents of any confidential information to any person other than its affiliates or its affiliates, senior officers, directors, employees and professional advisors involved in negotiating the transaction and/or assessment on the basis of the need to know and only after they have been notified of this section of this contract and required to comply with it. 7 Provided, however, that where disclosure of any confidential information is agreed by the parties in advance or is necessary to be disclosed in accordance with any applicable law or by any order of a court or other governmental body with jurisdiction, including, but not limited to, the disclosure requirements of any future IPO made by the seller, such disclosure shall not be considered a breach of 1) of this section. 2. This contract, together with all its annexes, constitutes the whole and Efficacy. 3. This contract shall be drawn up in Chinese and English. In the event of any discrepancy between the two versions, the English version will prevail. This contract is executed in duplicate. Each party has a version of the same effectiveness. 4) The contract shall enter into force the seal and signature of the designated representatives of the parts with seals on the perforation. 8 The contract was duly executed by the designated representatives of the parties on 5 March 2010. Appendix: Appendix A: Technical Specifications Appendix B: Limited warranty for photovoltaic modules /s/Gulnara Abdullina on behalf of Jinko Solar Co., Ltd Designated Representative Gnarara Abdullina /s/Franco Tozzi On behalf of TRE Tozzi Renewable Energy Appointed Representative Franco Tozzi, President 9 Appendix A to Contract No: 2010-JKWH-0503-0001 ****W Poly-crystalline Solar Module (**** inch Cell) www.jinkosolar.com Model Type **** **** Maximum Power (Pmax) ****Wp Poly-crystalline Cell Type ****mm (**** inch) Cell No**** **** (****) Dimensions ****mm (****inch) Weight ****kg (****lbs.) Configuration packing **** modules /box, **** boxes on pallet, **** pcs / **** pallets on **** foot container maximum power voltage (Vm) ****V ****V ****V ****V maximum power current (Imp) ****A ****A ****A ****A Open-circuit voltage (Voc) ****V ****V ****V Short-Circuit Current (Isc) ****A ****A ****A No. diode **** Maximum system voltage ****V (TUV,VDE) DC Maximum series Fuse Rating ****A Power tolerance ****% Temperature coefficients of Pmax ****oC Voc temperature coefficients ****oC Nominal operating cell temperature (NOC) ****oC STC: Irradiance 1000W/m², Module temperature 25oC, AM=1,5 **** Confidential material omitted and deposited separately with the Commission. Jinko Solar Warranty Terms Photovoltaic Module Limited Warranty 1. Limited Product Warranty – Five years of repair or replacement Jinko Solar Co., Ltd. (Jinko) ensures that its photovoltaic modules together with DC connector cable assemblies are free of defects, if any, in materials and labour under normal conditions of application, use, installation and service for a period of sixty (60) months from the date of dispatch of Jinko modules (Modules) to the original final customer (Customer). If the modules become defective or inoperative due to defect in material or workmanship during the sixty (60) months waiting provided above, Jinko, at his own option, will either repair or replace the modules in the problem. Repair, replacement or remediation must be the only and exclusive remedy provided for in this limited warranty. 2. Limited peak warranty and limited remedy Provided that, within a period of *** years from the date of dispatch of the modules to the Customer, any module has a power of less than 90% of the minimum peak power under the standard test conditions, and the reason for such a loss of power is due to defects in material or work attributed to Jinko, which, at its sole option and discretion, will either [1] compensate for such a loss of power by providing additional Client modules; or [2] repair or replacement defects, including free transport to the place provided by Jinko. Mr. Jinko, that, within a period of twenty-five (25) years from the date of dispatch of the modules to the Client, any module has a power of less than 80% of the minimum peak power under the standard test conditions, and the reason for such loss of power is due to defects in material or workmanship attributed to Jinko, which, at its sole option and discretion , or [1] invent such a loss of energy by providing the end-user with additional modules; or [2] repair or replacement of defective modules, including free transport to the place applied by Jinko. The remedies provided for in Section 2 shall be the single and exclusive remedies provided for under the limited minimum high power guarantee. Confidential materials omitted and submitted separately to the Commission. 3. Exclusions and limitations; A. Warranty applications, in any event, shall be submitted in writing to Jinko or its authorised distributors during the applicable warranty period B. These limited guarantees shall not be applied to normal wear and tear, natural effects of exposure to weather conditions over time or modules which, under Jinko's own judgment, have been subjected to: • abuse, abuse, negligence, vandalism or accident; • Improper modification, installation or application • Repair or modifications that do not strictly comply with the manufacturer's instructions; • Failure to comply with Jinko's maintenance instructions; • Power outages, spikes or electrical surges, lighting, floods, fires, accidental ruptures or other events outside Jinko control. C. These limited warranties cover only transport costs for the dispatch of any modules repaired or replaced to the place applied by Jinko. Any costs for returning modules to Jinko or its authorized agents and authorized distributors, or costs associated with installing, removing, or reinstalling modules, will be borne by end-user customers. D. Warranty requests shall not be honoured if the type or serial number of Jinko modules has been modified, removed or made illegible without written authorization from Jinko. This guarantee is extended to the original end-user buyer and is also transferable to any subsequent owner of the location or product holder when the module(s) remains at the original installed location at satisfactory proof of succession or assignment. 5. Obtaining warranty performance To obtain warranty service under the Jinko Limited Warranty, the End User Customer must immediately notify the Jinko Regional Customer Service Center. Along with the notification, the full serial number printed on the module label and the date of dispatch of its modules shall also be marked. If the modules are returned for inspection, repair or replacement by Jinko, Jinko will provide the Customer with a return authorisation (RMA). However, Jinko will not accept a return of any modules without an RMA. No action, in any form, arising out of or in any way related to this Limited Warranty, may be by the Client end user more than one (1) year from the date on which the causes of action took place. Repair or replacement of modules or provision of additional modules shall not lead to the start of a new beginning of the warranty period.

the terms of the warranty, nor shall the original terms of this Limited Warranty be extended. Any replaced modules become the property of Jinko. Jinko must, at its own options, deliver a different type of photovoltaic modules (different in size, colour, shape or power), either a new brand or the original one, if Jinko has ceased to produce the module in question at the time of demand. Jinko shall in no way be liable or liable to the Customer End User or any third party resulting from any non-performance or delay in the fulfilment of any terms and conditions of sale, including this limited warranty due to fire, floods, blizzards, hurricanes, thunder, acts of God, changes in public policy, terrorism, war, riots, strikes, unavailability of adequate and sufficient labour or materials, and other events that have spiralled out of control of Jinko. NOTE: Maximum power is the watt peak power that a PV module generates at its maximum power point. Jinko solar measurements are followed by (a) the light spectrum of 1,5, (b) an irradiation of 1,000W per m² and (c) a cellular temperature of 25 degrees Celsius. Measurements shall be carried out in accordance with IEC61215, so it has been tested at the junction box terminals in accordance with the Jinko calibration and testing standards valid at the time of manufacture of the photovoltaic modules. Jinko's calibration standards must comply with standards applied by international institutions accredited for this purpose. Jinko Solar 2009.12.31 2009.12.31

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