

AGREEMENT FOR SALE OF GOODS (C.I.F. BASIS)

THIS AGREEMENT is made at ... this ... day of ... between M/s. A B & Co. Ltd., a company registered under the (English) Companies Act and having Its registered Office at ... London. hereinafter referred to as the 'Seller' of the one part and M/s. X Y & Co. Ltd., a Company registered under the (Indian) Companies Act, 1956. and having its registered office at ... hereinafter referred to as 'the Buyer' of the Other Part;

1. The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller, synthetic rubber of... tons... quantity at the price of... sterling per ton (hereinafter referred to as the said 'goods') C.I.F. for December - January shipment.
2. The Seller- will engage space in a ship at the port of shipment and Intimate the name of the ship and her expected date of arrival in any port in India.
3. The Seller will enter into a contract of affreightment with the owner of the ship for transporting and delivery of the said goods at the port of... in India. The Buyer shall also obtain a Policy of Insurance for the value of the said goods upon the current terms and make out an invoice.
4. The Buyer shall open a Letter of Credit through its Bankers for the agreed price of the goods and including the freight, insurance and other charges in favour of the Seller's Banker viz...
5. The Seller shall ship the goods in the ship and despatch the documents relating to the said goods namely the contract of affreightment, insurance policy, invoice. bills of lading etc. to Its Bankers at the port of arrival.
6. The said documents duly endorsed in favour of the Buyer will be handed over to the Buyer's Bankers against encashment of the Letter of Credit and the Buyer will receive the same from Its Bankers to enable the Buyer to get the goods cleared at the port of arrival. Such delivery of documents will be deemed to be delivery of the goods to the Buyer and thereafter the goods will be at the risk of the Buyer.
7. If the said goods are short delivered or are not according to the quantity or quality agreed upon the Buyer, he will be entitled to claim compensation for the loss suffered by it due to short delivery or breach of warranty and the Seller will be liable to make good the loss.
8. If the goods are not shipped by the Seller within the shipment period mentioned above, the Buyer will have the option either to cancel this contract or to extend the period. If the contract is not cancelled within two weeks from the last date of shipment, the Buyer shall be deemed to have agreed to an extension of a reasonable period for shipment.
9. It will be the responsibility of the Buyer to obtain license for the Import of the goods In its country and to pay all the custom duties, import duties and other clearance charges for clearing the goods from the ship and carrying them to its factory or godown.
10. Similarly it will be the responsibility of the seller to take out an export License if required by the law of its country and to pay all charges for transport and shipment of the said goods.

11. The seller shall enter into the contract at his own expense for the carriage of the goods to the port of destination namely - by the usual route in a seagoing ship for the transport of the said goods.
12. The seller shall obtain at his own costs cargo insurance for the price of the goods plus 10% so that the buyer shall be able to claim directly from the insurance. The insurer shall be of good repute and the insurance shall be in accordance with maximum cover of the cargo clauses embodied by the Institute of Underwriters. The declaration of the insurance shall be from the delivery of the goods on board the ship at the port of shipment namely
13. The seller shall be responsible for all the risk of loss or damage to the goods until such time as they have passed the ship's rail at the said port of shipment. The seller shall also bear the risk to the goods until they have been delivered as aforesaid including costs of loading the goods on board the ship and charges for unloading at the port of discharge which may be levied by the shipping line when contracting for carriage and also pay all customs charges for exportation as well as all duties, taxes and other Government charges payable on exportation.
14. The seller shall give sufficient notice that the goods have been delivered on board the ship as well as any other notice required to allow the buyer to take measures necessary to enable him to take delivery of the goods.
15. The buyer shall pay all costs relating to the goods from the time they have been delivered to the ship and pay all costs and charges relating to the goods whilst in transit until their arrival and other charges and duties and taxes payable at the port of discharge.
16. If any dispute arises between the parties in respect of this contract of whatsoever nature or if any claim by one against the other is disputed the same will be referred to arbitration under the Byelaws of the ... Association in London.

Sd/- Seller

Sd/- Buyer.