

Sale General Conditions

What is it used for?

It is a document that details the general conditions that a seller (exporter) offers to a buyer (importer) for the supplying of goods or for rendering a service. It is usually used for repetitive sales or for sales with a medium or small total amount; which are operations where it is not necessary to enter into a contract.

Who prepares it?

Usually, it is the exporter who takes the initiative, but sometimes if the importers are big companies (such purchasing centrals, chains of hypermarkets, multinationals, etc) they have their own model, which constitutes some buying general conditions—known as contract terms, for the suppliers that have been homologated.

Who is it addressed to?

To the importer or the exporter.

Practical advice

The document of General Conditions must include the most important aspects of the international sale, such: a description of goods, price and payment conditions, delivery conditions (Incoterms), etc. It can also include some other specific conditions, typical of contracts, like a domain name reservation, delivery and risk transfer or the applicable law.

They are usually attached to the commercial offer or they can also be provided in the purchase order overleaf.

General conditions are applicable for all the exporter's supplies and assistances if the parties have not specifically agreed other conditions in written. Likewise, they are only legally binding for the exporter when he has confirmed them in written and they have been ratified with his authorised signature.

Documentary obligation in accordance with the agreed Incoterm

Either the exporter or the importer can issue this document for all Incoterms (from EXW to DDP), without exception, because it is part of the usual documentation for foreign trade operations.

SALE GENERAL CONDITIONS

General provisions. The general sales conditions set forth herein apply to all sales between, (the Seller) and its clients, which shall be deemed to be explicitly accepted by all parties. No other conditions shall abide, unless seller's express acceptance.

Specification of goods. The Goods are supplied in accordance with the specifications stated in (Annexe/s). Any other description or specification published by the Seller in relation to the Goods shall nor form part of any contract of sale.

Prices. Product prices are... (Incoterm), VAT exclusive and are those ruling at the date of delivery, unless otherwise specified.

Payment. Payment will be verified at Seller's offices or wherever indicated on the invoice, unless otherwise specified.

Terms of payment.

The total price shall be paid by Buyer to Seller in... (euros/dollars) as specified below:

- 1 (euros/dollars) as initial cash payment.
2. A letter of credit in the amount of established by Buyer within fifteen days form date of signing of contract.

Retention of ownership. The Seller retains ownership of the goods supplied until payment in full has been confirmed.

Delivery and passing of risk. The risk of loss or of damage to the goods will be transmitted form Seller to Buyer in accordance with the rules on interpretation of International Commercial Terms (Incoterms 2000) published by the International Chamber of Commerce (ICC).

Inspection and acceptance of goods. The Buyer shall inspect the goods immediately on their receipt and shall be deemed accepted the goods in accordance with the contract unless within days the buyer shall have notified the Seller that the goods are rejected.

Returns of goods. All returns of goods must have Seller's written approval. Products found to be defective are an exception to the above.

Force Majeure. The Seller will have no liability whatsoever for any non-delivery or late delivery due to circumstances beyond Seller's control (force majeure).

Applicable law. These General Conditions shall for all purposes be governed by and interpreted in accordance with the law of (country).

Dispute resolution

Alternative A. Any legal suit, action or proceeding arising out of or relating to the interpretation, execution or performance of these General Conditions is submitted by the parties to the exclusive jurisdiction of (country), with exclusion of any other Jurisdiction.

Alternative B. All the disputes arising out of or in connection with the present contract shall be finally settled under the Rule of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.