ICC MODEL INTERNATIONAL SALE CONTRACT

The ICC Model International Sale Contract is used for sales of manufactured goods intended for resale and where the buyer is not a consumer and where the contract is an independent transaction.

The ICC Model International Sale Contract is a two-part contract composed of:

- **Specific conditions**: this is a form of document that allows the parties to fill in the basic information commonly found in export quotes, proforma invoices or purchase orders. The Special Conditions set out terms specific to a particular transaction.
- **General conditions**: the standard legal terms that apply to the contract. The General Conditions complement the choices in the Specific Conditions and also provide a number of fallback provisions in the event the parties fail to agree on contrary express terms.

The ICC Model is primarily directed at contracts for the sale of manufactured goods intended for resale, where the purchase is not a consumer and where the contract is an independent transaction rather than part of a long-term supply arrangement. The features of the contract are:

- **Manufactured goods**: the model contract does not cater for the special terms required in contracts for sale of commodities, in particular raw material, agricultural products, food or perishable goods.
- **Intended for resale**: the model is primarily intended for goods sold and bought in general commerce and which can easily be substituted, rather than for custom-built goods or equipment purchased by the end user. For these specially produced goods and more generally for machinery and equipment, other standard terms may be more appropriate (e.g. Orgalime General Conditions for the supply of mechanical, electrical and associated electronic products).
- **Sales to consumers**: the model contract does not cover sales to consumers, but only to purchasers who are in the business of re-selling goods, e.g. distributors, importers, wholesalers, etc.
- **One-off sales**: the model is principally designed for one-off sales rather than continuing supply arrangements. This is the reason why the model does not contain terms more likely to appear within long-term supply agreements, such as price adjustment clauses.

The ICC Model two-part structure mirrors the standard commercial practice in which the sale terms and other conditions specific to commercial transactions are contained in a form document (such as a proforma invoice or purchase order), while the background legal conditions are contained in a separate document commonly entitled General Terms of Sale/Purchase.

The ICC Model International Sale Contract is specifically adapted for transactions governed by the UN Convention for the International Sale of Goods (CISG), included in the annex, which applies to an increasingly large volume of international sales.
A. SPECIFIC CONDITIONS

These specific Conditions have been prepared in order to permit the parties to agree the particular terms of their sale contract by completing the spaces left open or choosing (as the case may be) between the alternatives provided in this document. Obviously this does not prevent the parties from agreeing other terms or further details in box A16 or in one or more annexes.

<table>
<thead>
<tr>
<th>Seller Name and address</th>
<th>Contract Person Name and address</th>
<th>Buyer Name and address</th>
<th>Contract Person Name and address</th>
</tr>
</thead>
<tbody>
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</table>

The present contract of sale will be governed by these Specific Conditions (to the extent that the relevant boxes have been completed) and by the ICC General Conditions of Sale (Manufactured Goods Intended for Resale) which constitute part B of this document.

<table>
<thead>
<tr>
<th>Seller Signature</th>
<th>Buyer Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

place ___________ date ___________

place ___________ date ___________

A1. Goods Sold

Description of the goods

If there is insufficient space parties may use an annex.

A2. Contract Price (Art. 4)

Currency: ___________________________
Amount in numbers: __________________ Amount in letters: __________________

A3. Delivery Terms

Recommended terms (according to Incoterms 2010)

□ EXW Ex Works named place: ___________
□ FCA Free Carrier named place: ___________
□ CPT Carriage Paid To named place of destination: ___________
□ CIP Carriage and Insurance Paid To named place of destination: ___________
□ DAP Delivered At Place name place of destination : ____________________
□ DDP Delivered Duty Paid named place of destination : ____________________

Other terms (according to Incoterms 2010):
□ FAS Free Alongside Ship named port of shipment : ____________
□ FOB Free On Board named port of shipment : ____________
□ CFR Cost and Freight named port of destination : ____________
□ CIF Cost, Insurance and Freight named port of destination : ____________
□ DAT Delivered At Terminal named place of destination : ____________

Other delivered terms :
□ ___________________________________________________________________

Carrier (where applicable) :
Name and address
________________________________
________________________________
________________________________

A4. Time of Delivery
Indicate here the date or period (e.g. week or month) at which or within which the Seller must perform his delivery obligations according to clause A4 of the respective Incoterm
________________________________
________________________________

A5. Inspection of the Goods by Buyer (Art. 3)
□ Before shipment place of inspection : ____________________
□ Other : ____________________________________

A6. Retention of Title (Art. 7)
□ Yes □ No

A7. Payment Conditions (Art. 5)
□ Payment on open account (art. 5.1)
  Time for payment (if different from art. 5.1) __________ days from date of invoice. 
  Other : ____________________________________
□ Open account backed by demand guarantee or standby letter of credit (art. 5.5)
□ Payment in advance (art. 5.2)
  Date (if different from art. 5.2) : ____________________________________
□ Total price □ _____________% of the price
□ Documentary Collection (art. 5.5)
□ D/P Documents against payment □ D/A Documents against acceptance
□ Irrevocable documentary credit (art. 5.3)
□ Confirmed □ Unconfirmed
  Place of issue (if applicable) : _______ Place of confirmation (if applicable) : _______
  Credit available : Partial shipments : Transshipment :
□ By payment at sight □ Allowed □ Allowed
□ By deferred payment at : ___days □ Not allowed □ Not allowed
□ By acceptance of drafts at : ___days
□ By negotiation

Date on which the documentary credit must be notified to seller (if different from art. 5.3)
□ ___ days before date of delivery □ Other: _____________________________
□ Other: _____________________________________________________________
(e.g. cheque, bank draft, electronic funds transfer to designated bank account of
seller)

A8. Documents
Indicate here documents to be provided by Seller. Parties are advised to check the Incoterms
they have selected under A3 of these Specific Conditions.

□ Transport documents: indicate type of transport document required __________
□ Commercial Invoice □ Certificate of origin
□ Packing list □ Certificate of inspection
□ Insurance document □ Other: ____________________________

A9. Cancellation Date
To be completed only if the parties wish to modify article 10.3

If the goods are not delivered for any reason whatsoever (including force majeure) by
(date)______ the Buyer will be entitled to cancel the contract immediately by notification to
the seller

A10. Liability for Delay (Art. 10.1, 10.4 and 11.3)
To be completed only if the parties wish to modify art. 10.1, 10.4 or 11.3

Liquidated damages for delay in delivery shall be:
□ ____% (of price of delayed goods) per week, with a maximum of ____% (of price
of delayed goods), or
□ _______________ (specify amount)
In case of termination for delay, Seller’s liability for damages for delay is limited to
____% of the price of the non-delivered goods.

This is a sample of 3 pages of ICC International Sale Contract
To get more information about International Sales Contracts click here:

INTERNATIONAL SALE CONTRACT TEMPLATE