**INTERNATIONAL**

**TRADE AGREEMENT**

**I. SUBJECT OF THE AGREEMENT**

a). The Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agrees and makes an irrevocable firm commitment to sell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under the terms and conditions FCA (INCOTERMS 2020) on a specific date listed below or via an ongoing arrangement.

b). The Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including its local partners and representatives hereby agree and make an irrevocable firm commitment to purchase goods as stated in SECTION III, under the terms and conditions FCA (INCOTERMS 2020).

c) The moderator: MAGGEX trade platform, later on (MTP), site: maggex.com

**II.THE PARTIES**. This Agreement (“Agreement”) made between the following Parties:

**PARTY A**: The Seller

* Company:
* Street Address:
* City
* State
* Country:

Party A hereby agrees and makes an irrevocable firm commitment to sell / purchase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under the terms and conditions FCA (INCOTERMS 2020).

**PARTY B**: The Buyer

1. Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ including its local partners and representatives hereby agree and make an irrevocable firm commitment to purchase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, under the terms and conditions FCA (INCOTERMS 2020).
2. Whereas, each Party with full corporate authority, certify, represent and warrant that each can fulfill the requirements of this Agreement and respectively provide the Commodity and the funds referred to herein, in time and under the terms agreed to hereafter.
3. Parties A and B, collectively referred to as the “Parties”, accept the terms and conditions of the international trade agreement agreed upon below.

**III. THE OFFERING**.

**Party A:** The Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

a. Commodity:

b. Origin:

c. Quantity:

d. Delivery terms: FCA (INCOTERMS 2020) Country: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Total price of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is to be paid to the Seller in the following installments:

1. Date: \_\_\_\_\_\_\_\_\_ Amount:\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
2. Date: \_\_\_\_\_\_\_\_\_ Amount:\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
3. Date: \_\_\_\_\_\_\_\_\_ Amount:\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
4. Date: \_\_\_\_\_\_\_\_\_ Amount:\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
5. Date: \_\_\_\_\_\_\_\_\_ Amount:\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

1. Each Party agrees to adhere to the above-mentioned price / monetary value as final.

2. The Seller is obliged to open their store on the MTP and display product/service cards (SKUs).

3. Seller's offers will be published after moderation by the MTP

4. The parties agree to enter into trading relations on the MTP for the purpose of purchasing and selling goods and services, as described below

**IV. PAYMENT TERMS**

**a) Payment by the Buyer.**

The MTP facilitates payment from the Buyer to the Seller on the basis of this International Trade Agreement and the invoice issued to guarantee the fulfillment of financial obligations by the Parties.

**b) Payment to the Seller** is made by the buyer via MTP in the following order:

1. The Seller is obliged to notify the MTP and the Buyer of the place and time of readiness of the goods for inspection.

2. The Seller receives payment **based on the results of the inspection** of his goods by the Buyer’s representatives.

3. The transfer of ownership from the Seller to the Buyer occurs at the time of receiving payment for Offer.

4. The payment to the Seller (if agreed) may be divided into stages.

5. The payment(s) shall be made to the account specified in Section XV. PUBLIC OFFER AGREEMENT.

6. The payment(s) shall include all bank fees, taxes, commissions, duties and other expenses related to the performance of this Agreement by the Parties.

7. The Buyer shall be responsible for the payment of customs duties and taxes payable in its country.

8. Prices are based on the terms of delivery (EXW), including export packaging and export clearance costs.

**c). Service and transaction fees payable to MTP by the Buyer**

1. All fees (see section Subscription - https://maggex.com/subscription), covering the requested by the Buyer services, are included in the invoice from the MTP to the Buyer.

2. All fees are due to MTP for this Agreement to come into effect and no later than the time of the acceptance of the goods by the Buyer’s representatives.

3. In cases where MTP facilitates Delivery services, the relevant price/cost of the Delivery shall be added to the total price of the Offer.

**V. DELIVERY TERMS**.

The seller has the right to list on the MTP only products that are in stock or products with a clearly defined and specified time in the product card (SKUs) when they may be in stock.

Delivery of Offers must be: (check one option)

☐ - **On a Specific Date**: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

☐ - **For an Ongoing Arrangement**.

1. Offers will be exchanged on an ongoing basis until terminated by either Party.
2. This Agreement is valid until full financial settlement.
3. Termination of this Agreement must be made in writing using the internal communication tool of the trading platform.

**VI. GOVERNING LAW**.

The Parties agree that this Agreement will be governed on neutral territory by agreement of the Parties.

**VII. DOCUMENTATION**.

1. Party A and B represent that they freely and legally entered into this Agreement.

2. The Seller should prepare and send to the Consignee the following documents for every shipment:

- invoice;

- packing list;

- customs declaration;

- certificate of origin;

- International Consignment Note (CMR) issued in the name of the Buyer.

3. The shipping documents shall be indicating the following parties:

- Shipper:

- Consignee:

4. Prior to registration of the Offerings with the customs, the Seller shall send to the Buyer (by fax or E-Mail) the following:

- drafts of the invoice;

- packing list for Buyer’s confirmation, that they have been filled in correctly.

**VIII. RIGHTS TO OFFERINGS**. Each party represents the following:

1. **Goods** can be transferred legally and are free of any liabilities or encumbrances. In addition, such goods shall be able to be resold at a later time.
2. **Services** can legally be carried out under Local, State, and Federal law. Furthermore, such services shall be considered complete when it has been deemed acceptable by the receiving parties in accordance with industry standards.

**IX. QUALITY GUARANTEE**

1. The quality of the supplied Offerings must be confirmed by certificates and shall be prepared in the Country where the Offerings have been produced
2. The quality guarantee of the Offerings shall comply with the Country’s standards
3. The Country of origin of the specified Offerings is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**X. PACKING REQUIRENETS**

1. The Goods shall be shipped in export packaging suitable for the type of Offerings being supplied. The Goods shall be packed, marked and prepared for shipment in a manner that:

(a) complies with applicable regulations,

(b) is acceptable to common carriers,

(c) provides the necessary information for lifting, handling and delivery

(d) is adequate for storage and protection from the weather, and

(e) is sufficient to ensure the safe delivery of the Goods to the named destination in good condition (the foregoing includes, where appropriate, the use of cushioning material or vacuum packaging to prevent damage during transit). In addition, the following requirements apply:

(i) if there are special export packaging requirements for a particular Product (i.e. the said requirements are a result of the type/characteristics of the Product), it must be ensured that appropriate documentation is provided, and

(ii) wooden containers or packaging of any kind, including wooden boxes, pallets or crates, must be made of heat-treated wood and must comply, as applicable, with the international standards for phytosanitary regulations known as ISPMs (https://www.ippc.int/IPP/En/default.jsp) or for the United States Department of Agriculture, Animal and Plant Health Inspection Service, APHIS (<http://www.aphis.usda.gov/>).

2. Packaging must be suitable for transportation by any mode of transport and for indoor storage of the Offerings.

3. Seller must prepare a detailed packing list for each product, indicating the list of goods packed, quantity, product number in accordance with the contract specification, gross and net weight, contract number.

**XI. ACCEPTANCE PROCEDURE**

1. Acceptance of the Goods in terms of quantity, quality, completeness is carried out by the Buyer (or the consignee specified by the Buyer) at the location/delivery point of the Goods in accordance with the transport and accompanying documents certifying the quantity, quality, completeness of the goods.

2. Upon detection of violations of the transportation conditions, damage to the container, discrepancy between the quantity, quality, completeness, marking of the transferred goods, container or packaging and the requirements of standards, technical conditions, this Agreement, current legislation and the requirements of the Customs Services or the data specified in the marking and accompanying documents confirming the conformity of the goods, as well as in the absence or improper execution of accompanying documents, the Buyer is obliged to draw up an Act in any form, which must indicate the date and address of detection of deficiencies/discrepancies, the name of the goods, the name of the supplier of the goods, the nature of the identified discrepancies/violations. The specified act may contain other additional information for each individual case. If an authorized representative of the Recipient is present at the time of drawing up the Act, the Certificate shall be signed by the Recipient and the Seller. In the absence of a duly authorized representative of the Seller, the Act shall be drawn up by the Recipient unilaterally and sent to the Seller. If the Seller does not send written reasoned objections within 5 (five) days from the date of receipt, the Act shall be considered accepted by the Seller without objections. The absence or improper completion of at least one of the accompanying documents shall be grounds for refusal to accept the goods. If the Seller has delivered a quantity of Goods smaller than specified in the Agreement, the Buyer has the right to: - refuse to accept part of the goods and pay for them; or - accept the goods and make an appropriate note on drawing up the Act on the established discrepancy in the consignment note. Delivery of the part of the goods not delivered in accordance with the Agreement shall be carried out only at the request of the Buyer.

3. If the Seller has delivered goods in quantities exceeding those specified in the Agreement, the Buyer shall notify the Seller thereof. If the Seller fails to dispose of the corresponding portion of the goods within 24 hours of receiving the Buyer's notification, the Buyer shall have the right to: - accept all of the delivered goods; or - refuse the excess goods delivered by the Seller and pay for them.

4. The Buyer shall have the right to refuse to accept the goods and pay for them if the Seller materially breaches the terms of this Agreement. Material breaches of the terms of this Agreement by the Seller shall include, in particular: (a) late delivery of goods; (b) delivery of goods in packaging and containers with markings that make it impossible to establish the type and name of the goods or that are misleading as to the quantity or name of the goods; (c) non-compliance of the marking and/or packaging of the goods with the requirements of the current legislation and this Agreement; or (d) non-compliance of the quality of the goods with the requirements provided for by law or in the manner established by it, as well as the terms of this Agreement.

**XII. HOLD HARMLESS**.

The Parties shall indemnify each other including its officers, agents, assigns, contractors, subcontractors, and employees, from and against any and all claims, demands, suits, losses, liabilities, and costs including attorneys’ fees arising out of any alleged breach of this Agreement.

**XIII. ARBITRATION AND FUTURE DISPUTES**

1. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and Mediation Procedures (“Commercial Rules”)
2. The award rendered by the arbitrators shall be final, non-reviewable, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction and any court where a party or its assets is located to whose jurisdiction the party’s consent for the purposes of enforcing the award. Judgment on the award shall be final and non-appealable.
3. There shall be three arbitrators. The parties agree that one arbitrator shall be appointed by each party within twenty (20) days of receipt by respondent[s] of the Request for Arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules, and the third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within fourteen (14) days of the appointment of the second arbitrator or, in default of such agreement, by the AAA.
4. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrators selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before those arbitrators. The both Parties are bound to each other by this arbitration clause, provided that they have signed this Agreement. Each related Party may be joined as an additional party to an arbitration involving other parties under this Agreement.
5. The seat or place of arbitration shall be The City of Baltimore, State of Maryland, USA. The arbitration shall be conducted and the award shall be rendered in the English language.
6. Except as may be required by law, neither a party nor the arbitrators may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.
7. The arbitrators will have no authority to award punitive damages or consequential damages or liquidated damages or compensatory damages exceeding $100,000.00 USD.
8. We, the undersigned parties, hereby agree to submit to arbitration administered by the AAA under its Commercial Rules the following controversy: BRIEF DESCRIPTION OF DISPUTE. We further agree that the above controversy will be submitted to three arbitrators.
9. We further agree that we will faithfully observe this Agreement and the Commercial Rules, that we will abide by and perform any award rendered by the arbitrators, and that a judgment of any court having jurisdiction may be entered upon the award.

**XIV. SEVERABILITY**.

1. All the Appendixes to the present Agreement are considered its integral part.
2. Any Amendment and/or Addenda to this Agreement shall not be valid unless made in writing and signed by all Parties.
3. None of the Parties shall be entitled to assign to a third Party its rights and obligations under the present Agreement without the other Parties’ prior consent in writing.
4. The Parties are responsible to comply with delivery timeliness and documentation.
5. After the execution of the Agreement by both Parties, all the preliminary agreements, discussions, and correspondence between the Parties concerning this Agreement are to be considered null and void.
6. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XV. SPECIAL PROVISIONS**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

**SIGNATURES OF PARTIES**

**Party A:** The Seller

Company:

Address:

Bank:

Acc:

SWIFT:

**Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Email:

Tel:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Party B:** The Buyer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company:

Email:

Tel:

**Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX No. 1**

**To INTERNATIONAL TRADE AGREEMENT**

**PAKING LIST**

**APPENDIX No. 2**

**To INTERNATIONAL TRADE AGREEMENT**

**QUALITY CERTIFICAT**

**APPENDIX No. 3**

**To INTERNATIONAL TRADE AGREEMENT**

**PRODUCT IMAGES**