

**Approximate form of contract
for delivery of the goods to non-residents of the RB**

CONTRACT No.

Grodno (Republic of Belarus)

_____, 20__

Joint Stock Company "Grodno Azot" (Production and Technological Complex "Khimvolokno"), Republic of Belarus, hereinafter referred to as **the Seller** in the person of _____, acting on the grounds of _____, on the one hand, and _____, hereinafter referred to as **the Buyer** in the person of _____, acting on the grounds of _____, on the other hand, have entered into the Contract as follows:

1. SUBJECT OF THE CONTRACT.

- 1.1. **The Seller** will sell and **the Buyer** will buy on the terms _____ under INCOTERMS 2000 the goods in quantity and assortment as per Specification (Appendix No. 1) that is an integral part of the given Contract.
- 1.2. **The Buyer** purchases the goods for export outside the Republic of Belarus.

2. PRICE AND TOTAL VALUE OF THE CONTRACT.

- 2.1. The price for the goods to be delivered is established in _____ and indicated in Specification (Appendix No. 1) to the Contract.
The price for the goods includes costs of tare, packaging, marking and loading into a vehicle _____.
- 2.2. Total value of the Contract is _____.
- 2.3. Price for the goods delivered under the given Contract is at necessity revised and subject to obligatory coordination in the way of signing supplementary agreements to this Contract.

3. PAYMENT TERMS.

- 3.1. The settlements under the given Contract are made in the way of _____ as per invoices issued by **the Seller**. Payment form is transfer by clearing in _____. As the payment date the date of monetary funds entering **the Seller's** account is to be considered.
- 3.2. **The Buyer** makes payment via _____ to the correspondent account _____. It should be indicated in the payment order: "for transferring to _____ to be entered to account No. _____".
- 3.3. Banking expenses on the territory of **the Seller's** country are covered by the **Seller**, on the territory of **the Buyer's** country and of the third countries - by **the Buyer**.

4. DELIVERY TIME, DELIVERY ADDRESS

- 4.1. The goods delivery is executed by lots, according to written orders of **the Buyer**, agreed upon with **the Seller**.
- 4.2. The latest date of shipment of the last lot of the goods from **the Seller's** warehouse is on _____.
- 4.3. Delivery time may be changed upon written agreement of the Parties.
- 4.4. Delivery and customs clearance address:

5. QUANTITY AND QUALITY OF THE GOODS

- 5.1. Quantity of the goods to be delivered is indicated in Specification (Appendix No. 1) to the Contract.
- 5.2. Quality of the goods to be delivered under the given Contract should meet on the whole technical specifications indicated in Appendix No. __ that is an integral part of the given Contract.
- 5.3. Having received the goods of poor quality, **the Buyer** should call **the Seller's** representative to compose a statement. Meanwhile the Party at fault will bear all the costs for call, journey and accommodation. With **the Seller's** representative non-arrival under the call within 30 days the conclusion of an Expert of the **Buyer's** country Chamber of Commerce & Industry should be used as an evidence of low quality goods shipment.
The Seller binds himself to exchange at his expense the goods of poor quality by qualitative ones within 30 days from the day of sanctioning the bilateral statement and with **the Seller's** representative non-arrival under the call - within 30 days after **the Seller's** receipt of the conclusion made by an

Expert of **the Buyer** country's Chamber of Commerce & Industry.

6. THE PARTIES' OBLIGATIONS (DELIVERY BASIS)

Indication of the Parties' obligations under the Contract based upon delivery terms indicated in item 1.1 and provided by relative term of Incoterms-2000.

7. PACKING AND MARKING OF THE GOODS.

7.1. Packing and marking of the goods is to be performed as per Appendix No. ___ to the Contract.

8. DISPATCH ORDER.

8.1. While dispatching the goods **the Seller** is obliged to send with the goods:

- Invoice for the goods dispatched ___ copies
- Waybill (CMR) ___ copies
- Packing list ___ copies
- Quality certificate ___ copies
- Certificate of the goods origin original

8.2. **The Seller** should inform **the Buyer** immediately (within 24 hr) about the moment of the goods dispatch from the warehouse by telex or in other way.

9. RESPONSIBILITY

9.1. If the Buyer refuses from preliminary ordered lot of goods without force majeure circumstances and reasonable excuse, the Buyer pays to the Seller penalty rating to 10% of the value of the preliminary ordered lot of the goods that he refused from. The Seller enjoys a right to deduct the mentioned penalty from the monetary funds entering as the Buyer's payment for the goods.

9.2. *Indication of amount of penalty for infringement by the Parties of time of the obligations fulfillment depending on payment terms provided by item 3.1 of the Contract.*

9.3 In all the rest not provided by the given Contract the Parties are to be guided by legislation of the Republic of Belarus in force.

10. ARBITRATION.

10.1. The Parties will make every effort to solve arisen problems and differences in the way of bipartite discussions.

10.2. Should the Parties not come to an agreement by mutual consent, the issue will be passed for solution to the International Arbitration Court at the Belarusian Chamber of Commerce & Industry in Minsk.

10.3. The Parties agree that Rules of the International Arbitration Court at the Belarusian Chamber of Commerce & Industry should be used at the proceeding.

10.4. The Parties agree that a dispute between them would be entertained by the arbitration court consisting of 3 arbiters.

10.5. A decision of the Arbitration Court, mentioned in item 10.2 of the given Contract, is equally binding to be executed by the both Parties. The Parties undertake to carry out decision of the Arbitration Court within time stated in that decision.

10.6. The time of limitations on the Parties' claims ensuing from the given Contract is established for the period of four years.

11. FORCE MAJEURE.

11.1. The Parties will be released from responsibility for full or partial default under the given Contract if it is a consequence of force majeure circumstances.

11.2. As force majeure circumstances there are understood unforeseen, inevitable and insuperable for a Party extraordinary events arisen after the Contract conclusion as well as the Government's and legislative bodies' decisions and decrees preventing obligations execution under the Contract. The time of a Party's contract obligations execution should be postponed in proportion to the force majeure circumstances or their consequences duration. A Party should inform the other Party immediately about the force majeure circumstances outbreak by wire, telex or fax with the following confirmation by registered letter.

11.3 The Parties in the same way inform each other about stopping of the force majeure circumstances.

11.4. The circumstances releasing a Party from responsibility for the Contract obligations default must be certified by the Chamber of Commerce & Industry or by other authorized institution of Party's country.

12. OTHER TERMS.

- 12.1. Any alterations and addenda to the given Contract should be valid only if they are made in written form and signed by both Parties' representatives.
- 12.2. Should the Parties not come to an agreement while putting alterations and addenda, the Contract will be terminated.
- 12.3. Should legal addresses, banking requisites be changed, the Parties are to notify each other by fax within 5 days after the date of requisites change. In case of default on this obligation, the Party at fault compensates the other one for all losses incurred in this connection.
- 12.4. Facsimile copies of the Contract are legally enforced until presentation of originals.
- 12.5. All correspondence should be made in _____ and to the addresses indicated in the Contract.
- 12.6. The given Contract has been signed in two copies in _____, with all the copies having equal juridical force.
- 12.7. The Contract is valid **from the date of its signing by both Parties and up to _____, 20__.**

13. THE LEGAL ADDRESSES AND REQUISITES OF THE PARTIES.

The Seller:

JSC "Grodno Azot" (PTC "Khimvolokno")

230013 Grodno, Republic of Belarus,
pr.Kosmonavtov, 100

The Buyer:

Post address:

ul. Slavinskogo, 4
230026 Grodno, Republic of Belarus
tel: +375-152-567829
fax: +375-172-108117
UNP 500036524
Bank requisites:

_____, 20__

_____, 20__