

# **CLAUSE GAME**

**Check  
&  
Gain**

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- The prices for the goods are fixed and are to be understood (FOB, Vyborg, Russia) packing and marking included.
- The Total Amount of the present Contract is \$XXX,XXX.00

## 2. Price and Total Amount of the Contract

- The prices for the goods are fixed ***in USD*** and are to be understood (FOB, Vyborg, Russia) packing and marking included.
- The Total Amount of the present Contract is \$XXX,XXX.00

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- The goods shall be considered as delivered by the Sellers and accepted by the Buyers: in respect of quality – according to the Certificate of Quality issued by the Seller; in respect of quantity - according to the number of cases and weight as shown in the Foul Bill of Lading.

## 6. Delivery and Acceptance of Goods

- The goods shall be considered as delivered by the Sellers and accepted by the Buyers: in respect of quality – according to the Certificate of Quality issued by the Seller; in respect of quantity - according to the number of cases and weight as shown in the **Foul** Bill of Lading.

## 9. Arbitrage

- All disputes and differences which may arise out of the present Contract or in connection with the same are to be settled without application to State courts by Arbitration Court at the Chamber of Commerce, Moscow in accordance with the Rules of procedure of the above Court the awards of which are final and binding upon both Parties.

## 9. *Arbitration*

- All disputes and differences which may arise out of the present Contract or in connection with the same are to be settled without application to State courts by Arbitration Court at the Chamber of Commerce, Moscow in accordance with the Rules of procedure of the above Court the awards of which are final and binding upon both Parties.

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- The certificates issued by the respective Department of Commerce of the Sellers or of the Buyers country shall be sufficient proof of such circumstances and their durability.



# 10. Force-majeure

- The certificates issued by the respective *Chamber* of Commerce of the Sellers or of the Buyers country shall be sufficient proof of such circumstances and their durability.

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- The Seller has sold and the Buyer has bought the equipment, in the quantity, assortment and prices and according to technical data stated in Annex 1, which are integral part of this Contract ("Equipment").

# 1. Subject of the Contract

- The Seller has sold and the Buyer has bought the equipment, in the quantity, assortment and prices and according to technical data stated in Annex 1, which are integral part of this Contract ("Equipment").

## **2. Price and total value of the Contract**

- **2.2** The prices for the Goods are understood as CIP – Yekaterinburg, Russia in compliance with INCOTERMS-2000 of International Chamber of Commerce.
- **2.3** The Contract price does not includes custom taxes, VAT or other local Russian Federation taxes.

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- **2.2** The prices for the Goods are understood as CIP – Yekaterinburg, Russia in compliance with INCOTERMS-2000 *of International Chamber of Commerce.*
- **2.3** *The Contract price does not includes custom taxes, VAT or other local Russian Federation taxes.*

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- **5.2** The Seller shall notify the Buyer about the exact date of delivery as well as exact number of packages, gross and net weight by fax or telex.
- **5.3** The Seller shall perform the delivery of Goods to the Buyer through the Carrier, who is responsible for direct delivery to airport of destination –“Koltsovo” airport, Ekaterinburg.

# 5. Shipment and notification

- 5.2 The Seller shall notify the Buyer about the **exact** date of delivery as well as exact number of packages, gross and net weight by fax or telex.
- 5.3 ***The Seller shall perform the delivery of Goods to the Buyer through the Carrier, who is responsible for direct delivery to airport of destination – "Koltsovo" airport, Ekaterinburg.***

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- **7.2** The guarantee is 12 months from the date the Goods are put into operation.



# 7. Warranty liabilities

- **7.2** The guarantee is 12 months from the date the Goods are put into operation, *but not exceeding 18 month from the date of delivery.*

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- Within 24 hours after shipment of the goods the Seller is to inform the Buyer by phone and fax of the following:
- Data on the transportation means (name of vessel);
- Date of shipment;
- № of Bill of Lading;
- description of goods;
- number of items;
- Contract N;

## 4. SHIPMENT

- Within 24 hours after shipment of the goods the Seller is to inform the Buyer by phone and fax of the following:
- Data on the transportation means (name of vessel);
- Date of shipment;
- ***Estimated Date of Delivery***
- № of Bill of Lading;
- description of goods (**per item gross weight and dimensions included**);
- number of items;
- Contract N;

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- The Contract enters into force on the date of its signing.

# 11. OTHER TERMS

- The Contract enters into force on the date of its signing *by the last Party*.

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- The cargo should be shipped with the following documents:
- Signed invoice in four copies,
- Full set of clean on board Bill of Lading issued in the Consignee's/Buyer's name
- Original Certificate of Origin,
- Packing List in triplicate,
- Manufacturer's Quality Certificate in triplicate,
- Insurance Policy in one original dated not later than the date of Bill of Lading.

## 6. DOCUMENTATION

- The **cargo (GOODS)** should be shipped with the following documents:
- **Signed** invoice in four copies,
- Full set of clean on board Bill of Lading issued in the Consignee's/Buyer's name
- Original Certificate of Origin,
- Packing List in triplicate,
- **Manufacturer's (SGS)** Quality Certificate in triplicate,
- Insurance Policy in one original dated not later than the date of Bill of Lading.

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- In case of acts of God (including, but not limited to fires, floods, earthquakes et c.), where the Parties are prevented from carrying out any of the provisions hereof, they will be considered partially freed from the responsibility of completing the obligations of the present Contract, they shall however be requested to reimburse the costs incurred by the other Party up to that moment.



## 7. FORCE-MAJEURE

- In case of acts of God (including, but not limited to fires, floods, earthquakes et c.), where the Parties are prevented from carrying out any of the provisions hereof, they will be considered partially freed from the responsibility of completing the obligations of the present Contract, **they shall however be requested to reimburse the costs incurred by the other Party up to that moment.**

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- All payments related to customs clearance and bank transfers in the country of the Seller will be made at the Seller's expense, the same operations in the country of the Buyer will be made at Buyer's expense.

## 9. OBLIGATIONS OF THE PARTIES

- All payments related to customs clearance and bank transfers in the country of the Seller will be made at the Seller's expense, the same operations *out of the country of the Seller* will be made at Buyer's expense.

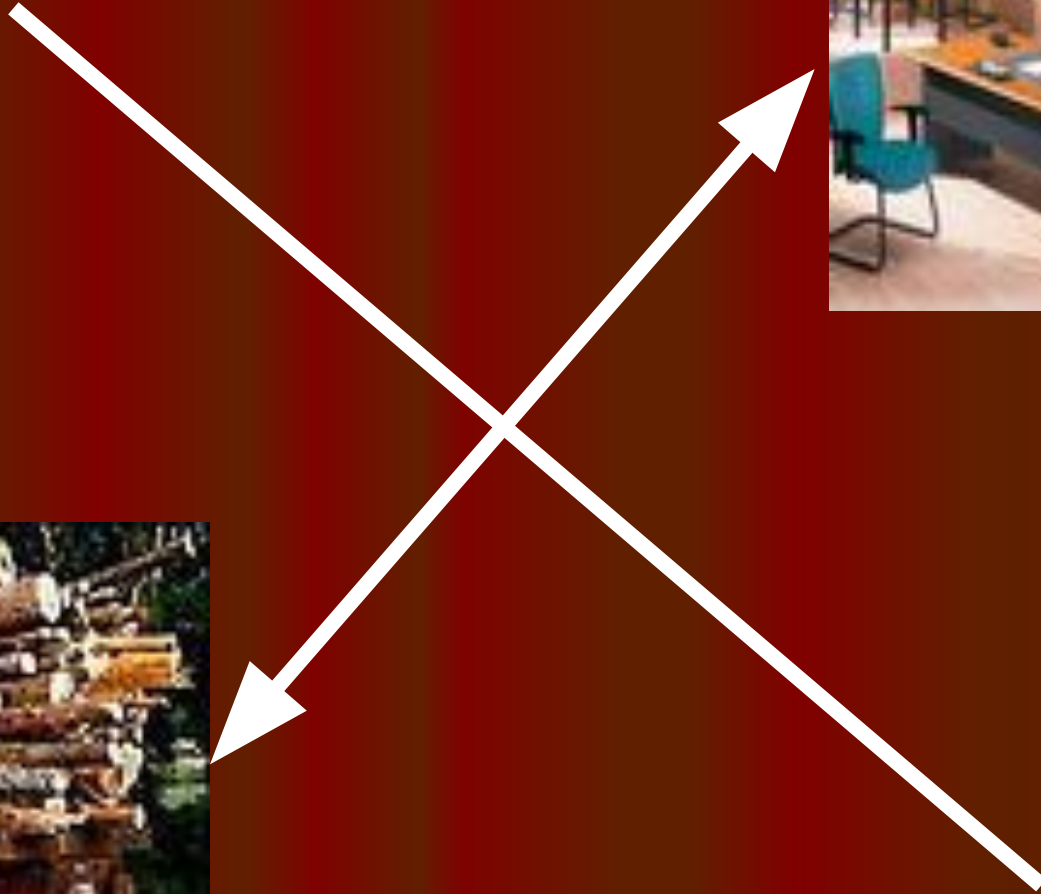
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- 3.1. The prices for mutual accounts under the present contract are established in US dollars and are understood as «cost and insurance are paid up to» (CIP), customs warehouse city St-Petersburg, Russian Federation, including cost of packing and marking for final products and FOB named sea port of Finland, including cost of packing and marking for logs.

# Prices and the Total Value of the Contract

- 3.1. The prices for mutual accounts under the present contract are established in US dollars and are understood as «cost and insurance are paid up to» (**CIP**), customs warehouse city St-Petersburg, Russian Federation, including cost of packing and marking for final products and **FOB** named sea port of Finland, including cost of packing and marking for logs.

# COUNTERTRADING !!!



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- The payment for the goods delivered under the present Contract is made in US dollars.

# Terms of Payment

- The payment for the goods delivered under the present Contract is made in US dollars.



OK!



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- 3.3. Total amount to pay for the logs delivered in accordance with the present Contract composes 159,000,00 US dollars (One hundred fifty nine thousand US dollars). Total amount to pay for office furniture in accordance with the present contract composes 172,750,00 US dollars (One hundred seventy two thousand seven hundred fifty US dollars)

# Prices and the Total Value of the Contract

- 3.3. Total amount to pay for the **logs** delivered in accordance with the present Contract composes 159,000,00 US dollars (One hundred fifty nine thousand US dollars). Total amount to pay for **office furniture** in accordance with the present contract composes 172,750,00 US dollars (One hundred seventy two thousand seven hundred fifty US dollars)

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- All disputes or differences which may be arisen out of or in connection with the present Contract are to be settled by ICC.

# Arbitration

- All disputes or differences which may be arisen out of or in connection with the present Contract are to be settled **by ICC.**

• **ARBITRATION COURT**

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- The Seller advises the Buyer about the shipment of the Goods and the estimated date of delivery via e-mail

# NOTIFICATION

- The Seller advises the Buyer about the shipment of the Goods and the estimated date of delivery via e-mail
- **+ FORMAT of**
- **NAME of VESSEL as minimum**

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- The price is fixed, calculated for the present Contract and is not supposed to be the subject of any further negotiations

# Prices and the Total Value of the Contract

- The price is fixed, calculated for the present Contract and is not supposed to be the subject of any further negotiations
- There are no prices without Incoterms