

BASIC ORDERING AGREEMENT (BOA)

Date

General

This Basic Ordering Agreement is entered into as of _____ between the Seller and the Buyer. In consideration for the mutual promises covenants, the parties agree as follows:

Article 1. Parties to the Agreement

This Agreement is made between:

The Seller:

Name

Address

Account Name _____

Bank Name _____

Bank Location

Account Number _____

SWIFT / ABAN

The Buyer:

Name

Address

Account Name _____

Bank Name _____

Bank Location

Account Number _____

SWIFT / ABAN

Article 2. Term of Agreement

This Agreement shall commence on _____ and shall terminate
_____. The parties may renew this Agreement in writing upon mutual agreement.

Article 3. Relationship of Seller and Buyer.

Description of relationship of Buyer and Seller.

Article 4. Goods and Services to be Exchanged.

Description of goods and services with reference to catalogs and specifications.

Article 5. Price Schedule.

Applicable price schedules and discounts for volume levels.

Article 6. Delivery Schedule.

Applicable delivery schedules against Purchase Orders.

Article 7. Delivery and Incoterm.

INCOTERM: _____

Shipment(s) From: _____

Shipment(s) To: _____

Article 8. Method of Payment

Advance payment or documentary letter of credit.

Documentary Letter of Credit Terms and Conditions

- | | |
|-------------------|---|
| 1.Type | Irrevocable Transferable Documentary Letter of Credit |
| 2.Issuing Bank | International bank with account relationship with any US bank |
| 3.Advising Bank | International Bank inside of the country of purchase and/or shipment. |
| 4.Expiration Date | At least 90 days from the date of issue. |
| 5.Applicant | Buyer Name and Address of Buyer |
| 6.Beneficiary | Seller Name and Address of Buyer |
| 7.L/C Amount | USD Dollars |

8. Confirmation	Confirmation charges (if required) for applicant's account.
9. Sight Payment	Payment at Sight.
10. Usance L/C	By acceptance of Draft(s) at 180 days from bill of lading.
11. Drawee	Drafts drawn on US Bank
12. Partial Shipments	Allowed
13. Trans Shipments	Allowed
14. Shipment From	Any commercial port
15. Shipment To	Any commercial port
16. Last Shipment	Expiry date minus 21 days
17. Shipping Terms	FOB, CFR or CIF
18. Goods	General Description with no unit prices or quantities
19. Available Docs	Invoice, Packing List, Certificate of Origin, Certificate Insurance, Bill of Lading, Air Waybill
20. Presentation	Documents to be presented within 21 days after the date of shipment, but within the validity of the credit.
21. Additional Instructions	<p>Paying bank within the country of purchase and /or shipment.</p> <p>Banking charges within receiving country are for the beneficiary</p> <p>Letter of Credit transferable through paying/advising bank.</p> <p>Third party documents are acceptable.</p>

Article 9. Method of Ordering

Purchase Order received within the time and stipulations of the valid Basic Ordering Agreement between the parties.

Article 10. Included Business Standards by Reference.

International Chamber of Commerce UCP 500 for Letters of credit
International Chamber of Commerce UCP 460, Incoterms

Article 11. Termination of Agreement

Termination to be given by either party with 30 calendar days written notice.

Article 12. Governing Law and Jurisdiction

This agreement will be governed by and construed in accordance with the laws of _____.

ICC Arbitration: All disputes arising in connection with the present contract shall be finally settled under Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Article 13. Protection of Information

Each party acknowledges that confidential business information is proprietary to each party. Each party agrees that it will exercise the same efforts to hold and use information in confidence as it sees to protect its own confidential business information.

Article 14. Force Majeure

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure and breach, are delayed or prevented by reason of circumstances beyond its reasonable control, including fire, war or natural disaster. This Article shall not be applicable to any payment obligations of either party.

Article 15. Buyer and Seller Signatures

Entered into this date: _____

Seller Signature/Date _____

Buyer Signature/Date _____