



AFGHANISTAN  
CENTER FOR  
COMMERCIAL  
DISPUTE  
RESOLUTION

مرکز حل  
منازعات  
تجارتی  
افغانستان  
د افغانستان  
د سوداگریزو  
شخړو  
حل مرکز

## **Commercial Agency Model Contract** **Afghanistan Center for Commercial Dispute Resolution**



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CENTER FOR	د سوداگريزو	منازعات
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RESOLUTION		

## **SALE AND PURCHASE CONTRACT**

**Between**

**PARTY (A)**

**- and -**

**PARTY (B)**



**BETWEEN:**

(1) "Party A" ("A") ; and

(2) Party B ("B")

**BACKGROUND:**

Authorized bodies to the (Commodity) PSC will be the following:

(i) From the Party A: "... "Seller"";

(ii) From the Party B "... "Buyer" "

the Seller and the Buyer shall be jointly referred to as the "**Parties**".

**IN ORDER TO ENSURE THE ..., HAVE CONCLUDED THIS CONTRACT AS FOLLOWS;**

**1. SUBJECT OF CONTRACT**

1.1 [The Seller supplies/provides and the Buyer accepts (commodity) at the point of delivery during the term of this Contract.

(a) the Seller supplies (commodity) at a price of xxx during the term of this Contract;

1.2 The effective date of this Contract is the date of signing

**2. INTERPRETATIONS<sup>1</sup>**

2.1 In the Contract, unless the contrary intention of the Parties appears:

(a) Words importing "**singular**" include the plural and vice versa;

(b) Reference to any "**gender**" includes the other gender;

(c) Words denoting "**natural persons**" include partnerships, companies, corporations, trusts, associations, organizations, government bodies or other entities (whether or not having a separate legal entity) and vice versa;

(d) Reference to a "**Person**", "**Party**" or "**entity**" includes a reference to that Person, Party or entity's legal successors and permitted assigns;

(e) Reference to a "**Law**" or "**statutory provision**" includes such Law or provision as is from time to time amended, modified, supplemented, consolidated or re-enacted;

(f) Words "**include**" and "**including**" are to be construed without limitation;

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<sup>1</sup> Note: We will not incorporate this section into Pashtu and Dari versions.



- (g) **"For example"** or **"such as"**, when introducing a list, does not limit the list to those items or to items of a similar kind;
- (h) Headings are for convenience of reference only and shall not affect the construction or interpretation of the Contract;
- (i) Words **"herein"**, **"hereof"**, and **"hereunder"** and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision;
- (j) Reference to an Contract, memorandum of understanding, contract, deed, instrument or other document shall include a reference to that Contract, contract, deed, instrument or document, as amended, modified or supplemented from time to time;
- (k) References to recitals, sections, paragraphs, annexes, exhibits, schedules or attachments, in the Contract shall be deemed to be references to recitals, sections, paragraphs, annexes, exhibits, schedules or attachments, of or to this Contract;
- (l) The rule of construction, if any, that an Contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply; and
- (m) Where time is to be calculated by reference to a Day or event, that Day or the Day of that event will be excluded. Where the Day on or by which any thing is to be done is not a Working Day, that thing must be done on or by the preceding Working Day.

### 3. DEFINITIONS

**"ACDR"** means Afghanistan Center for Commercial Dispute Resolution established under ....

**"Applicable Law"** means any decree, resolution, law, statute, act, ordinance, rule, directive (to the extent having the force of law), order, treaty, code, or regulation as enacted, issued or promulgated, or any interpretation thereof by a Governmental Authority having jurisdiction over the matter in question, that is publicly available, including amendments, modifications, extensions, replacements and re-enactments thereof.

**"Contract"** means this ( Commodity ) Purchase and Sales Contract (PSA), all of its Articles, its appendices and includes any subsequent modifications and amendments to this Contract;

**"Delivery point"** means the physical location where ....

**"Dispute"** means any contradiction or discrepancy in the performance by the Parties of this ContractContract;

**"Take or pay"** the obligation of the Buyer to buy and pay for the goods or to pay the full cost of the goods in the amount specified in the Contract even in case of non-acceptance of the goods.



#### 4. PRICE OF (COMMODITY)

- 4.1 The price of (commodity) supplied by the Seller to the Buyer is set in accordance with the provisions of this Article, and must remain valid for a period of ....
- 4.2 All calculations under this Contract are made in AFN or agreed up currency.

#### 5. TERMS AND CONDITIONS FOR DELIVERY OF (COMMODITY)

##### Delivery of (Commodity)

- (a) Delivery of (commodity) will be carried out based on the Schedules and Procedures (if available)
- (b) The seller supplies/ provides (commodity) to the delivery point located at ....
- (c) The Supplier and the Buyer undertake to promptly notify each other about accidents and malfunctions that may via ...
- (i)

#### 6. PAYMENT

##### 6.1 Advance Payment

- (a) The Buyer shall provide an Advance Payment equal to hundred percent (%) of each delivery of (commodity), defined by the Schedule within ( ) banking days.
- (b) An advance payment can be made via an electronic money transfer without documentation in the form of a hard copy of the original, and documentation in the form of a hard copy of the .

##### 6.2 Invoice Disputes

- (a) In the event that either Party reasonably disputes the amount of any invoice, whether in whole or in part, that has been delivered in accordance with this Contract, it shall notify the other Party of such dispute no later than (xx) days from receipt of the relevant invoice.
- (b) The Parties shall use their best efforts to resolve such dispute within a reasonable amount of time, not to exceed (xx) days from the date of written notice of such dispute. If the Parties are not able to resolve such dispute within (xx) days from the date of such notice, either Party may submit the dispute for resolution in accordance with Article 9.

##### 6.3 Title and Risk of Loss

The Seller shall hold title and bear all risk until the delivery of (commodity) at the Delivery Point. Title and risk of loss for (commodity) sold and delivered pursuant to this Contract shall pass from Seller to Buyer at the Delivery Point. The Buyer shall hold title and assume



all risk of loss from the Delivery Point. (Commodity) received by the Buyer shall become the sole property of the Buyer.

## 7. FORCE MAJEURE

### 7.1 Force Majeure Event

- (a) Each Party shall use good faith efforts to perform its responsibilities under this Contract.
- (b) The each part might be exempted from performance where Force Majeure events beyond the reasonable control of the Party impede or delay its performance and shall include: flood, earthquake, storm, lightning, fire, cyclone, tornado, explosion, epidemic, act of war or terrorism (whether declared or undeclared), riot, civil unrest, strikes, which a Party is unable to avoid despite effort and foresight.
- (c) If a Party is unable to carry out any obligations as a result of a Force Majeure Event, it shall immediately, but not later than (xx) days after realization of the event, notify the other Party and provide satisfactory information of the facts giving rise to the event and the estimated time required to remedy the condition.

7.2 After termination of a Force Majeure Event the Party claiming the Event shall notify the other Party within (xx) days of the date from which such Party resumed or intends to resume performing its obligations under this Contract.

## 8. APPLICABLE LAW

8.1 This Contract, including any non-contractual obligations arising out or in connection with this Contract shall be governed by and shall be construed in accordance with the laws of Afghanistan

### 8.2 Change in Law

If at any time following the execution of this Contract there is a change in the applicable law, rules and regulations or other legislative or Governmental orders effective that affects either Party's performance of its obligations under this Contract and which has a materially adverse effect on the equilibrium and economic position of either Party in respect of this Contract, then:

- (a) The Party affected by the change described herein will notify the other Party of such change in writing and propose amendments as may be required to this Contract that will restore the affected Party to the same overall economic position which it would have enjoyed if the change in Law had not been made.
- (b) In the event that the Parties are not able to agree on proposed modifications to this Contract within [xx] days from the date on which the requested Party receives them,



either Party may submit the issue for dispute resolution under the provisions of Article.

## **9. DISPUTE RESOLUTION**

### **9.1 Amicable Settlement**

Any dispute arising under this Contract including any question regarding its existence, validity, construction or termination, may be mutually resolved by the Parties.

### **9.2 Notice of Dispute**

If the Parties fail to resolve a dispute amicably, either Party may give notice to the other Party, specifying the details of the dispute and its position on the issues, as well as notice of its intention to submit the dispute to an independent expert for resolution.

### **9.3 Arbitration**

Any dispute arising out of or in connection with the Contract including the validity, existence, performance, interpretation or termination thereof shall be referred to and finally resolved by arbitration administered by the Afghanistan Center for Commercial Dispute Resolution according to ACDR Arbitration Rules, which rules are deemed to be incorporated by reference into this clause.

The seat or legal place of the arbitration shall be (xx)

The number of arbitrators shall be (xx)

The language of arbitration shall be (xx)

### **9.4 Consent to Enforcement**

Each Party agrees in good faith that it will abide by any resolution relating to any dispute that may arise under this Contract in accordance with the Dispute Resolution provisions provided herein, including the execution of any judgment or award.

## **10. TERMINATION AND NOTICE TO TERMINATE**

### **10.1 Termination**

This Contract shall expire on xx/ xx20xx, and payment before the full settlement.

Nothing in this Contract shall limit the Parties right to terminate this Contract at any time prior to its expiration date by mutual written Contract.

### **10.2 Notice of Intent to Terminate and Termination Notice**

Any Party wishing to terminate this Contract prior to its expiration must submit a written notice of termination of the Contract to the other Party indicating the provision on



non-performance of obligations under this Contract, under which the Contract is terminated.

## 11. GOVERNING LANGUAGE

This (Commodity) Purchase and Sales Contract will be executed in the Pashtu/Dari language, or any other language, each of which will have equal legal force and effect. In the event that there is a conflict among any of such versions of this Contract, the xxx language version shall control interpretation.

## 12. AMENDMENT OF CONTRACT

Any provision of this Contract, at any time, may be amended or supplemented with the mutual consent of the Parties in writing. All amendments to this Contract will be an integral part of this Contract.

## 13. SUCCESSORS

The rights and obligations of the Parties arising under this Contract are transferred and become binding on the successors of the Parties.

## 14. NOTICES AND COMMUNICATIONS

### 14.1 Notices

All notifications under this Contract may be sent through the use of e-mail (e-mail) or ...

### 14.2 Change of Address

The Parties shall notify each other in writing of any change in business address including any change in bank details relevant to this Contract within (xx) days of such change.

(a) Bank details of the Seller:

xxxx

xxx

Account Holder Name:

Account Type:

Account currency:

Account No.:

Swift code:

Bank Name:





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Email:

Phone/Fax:

Address:

(b) Bank details of the Buyer:

Account Holder Name: xxx

Account Type:

Account currency:

Account No.:

Swift code:

Bank Name:

Email:

Phone/Fax:

Address:



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### SCHEDULE 1: INVOICE FORMAT

**Contract:** (Commodity) Purchase and Sales Contract (Party A ("**Seller**") and Party B ("**Buyer**")

**Seller:** Party A

**Address:**

**Telephone:**

**Bank Information:**

**Account Name:**

**Account Number:**

**SWIFT Number:**

**Other information:**

**Invoice No.**

**Invoice Period:** (xxx)

Invoice Item					Total
Actual delivery					
TOTAL					

**Total amount due:** \_\_\_\_\_

**Payable by:** \_\_\_\_\_  
(date)

**Signed:** \_\_\_\_\_

**Name, Title:** \_\_\_\_\_



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