

HIGH SEA SALES AGREEMENT

Know all men by these present that we, ABC Ltd., Nehru Place, New Delhi, made this High Sea Sale Agreement on _____ with XYZ Ltd., Nehru Market, Delhi as per the following terms and conditions:

1. Name of Seller : ABC Ltd., Nehru Place, New Delhi.
2. Name of Buyer : XYZ Ltd., Nehru Market, Delhi.
3. Description of Goods : As mentioned in Schedule Attached.
4. Name of Foreign Supplier : Supplier Address and Country of origin.
5. Invoice No. & Date of Foreign Supplier with details of Import Value (CIF) : Invoice No. _____ Dt. _____
FOB Value USD 00000.00 Equivalent to
Rs. 000000.00
Freight Charges Rs. 000000.00
Insurance Charges Rs. 000000.00
CIF Value Rs. 000000.00
6. Master Airway bill :
7. HAWB No. & Date :
8. Flight No. & Date :
9. Invoice No. & Date of ABC Ltd., Nehru Place, New Delhi. :
10. Value of Invoice No. in Indian Rupees : (This value should be minimum 3% more then the foreign supplier)
11. Port of Discharge : New Delhi Airport
12. Delivery : All the rights and title of ownership to the above goods will be transferred by Seller to Buyer by endorsing the above Mentioned House Airway Bill in favour of said buyer.
13. Import Duty, Demurrage Charges etc. : In view of the sales of the goods on high sea, the buyer shall arrange clearing of goods from the Customs at its sole risk and responsibility. The entire expenses e.g. Import Duty, Clearing Charges, Demurrage etc. if any, will be borne by the Buyer and paid directly to the respective authorities.

14. Sale Tax : No Sales Tax will be charged, as it is not applicable for the above goods being delivered to the Buyer on High Sea Sale basis.
15. Jurisdiction : The Sellers and the Buyers agree that all disputes arising between them in respect of any matter relating to this contract shall be subject to the jurisdiction of the courts in Delhi.
16. Force Majeure : The High Sea Sales shall be subject to Force Majeure.
17. Payment : On payment of all shipment documents, duly endorsed in favour of the Seller.
18. Obligation to return Exchange Control of Bill of Entry : M/s _____ (Buyer) to return Exchange Control copy of Bill of Entry after receiving the goods from Customs to M/s _____ (Seller) for remittance to M/s _____ (Supplier).
19. Amendment to Agreement : Any amendments and supplement to this agreement is valid only if they are agreed upon by seller to buyer in writing and signed by Authorised representative of both parties.

In Witness thereof the Seller and the Buyer hereto have set their respective hands on the date mentioned above.

For ABC Ltd.,

XYZ Ltd.,

Name :

Name :

Place :

Place :

WITNESS

WITNESS

For ABC Ltd.,

For XYZ Ltd.,

Name :

Name :

Place :

Place :