

**INTERNATIONAL SALES AND PURCHASE AGREEMENT**

**For Crude Oil / Refined Petroleum Products / LNG / LPG**

**This Sales and Purchase Agreement (SPA) is entered into on this \_\_\_ day of \_\_\_\_\_, 20, by and between:**

**SELLER:**

**Company Name:** \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

**Registration No.:** \_\_\_\_\_

**Represented by:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**AND**

**BUYER:**

**Company Name:** \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

**Registration No.:** \_\_\_\_\_

**Represented by:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Collectively referred to as “the Parties”.**

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## 1. COMMODITY

The Seller agrees to sell and the Buyer agrees to purchase the following product:

- **Product:** [e.g., EN590 10ppm / LNG / Mazut M100 / D2]
- **Specification:** According to international standards or annexed specification sheet
- **Origin:** [e.g., Iran, Russia, UAE, etc.]

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## 2. QUANTITY & DURATION

- **Total Contract Quantity:** \_\_\_\_\_ MT
- **Monthly Delivery:** \_\_\_\_\_ MT per month
- **Duration:** \_\_\_ months (with option to extend upon mutual agreement)

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## 3. PRICE

- **Price per Metric Ton:** USD \_\_\_\_\_ / MT
- **Basis:** [e.g., CIF / FOB / Ex-Works]
- **Incoterms:** Incoterms 2020

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## 4. DELIVERY

- **Delivery Method:** [e.g., CIF to Port XYZ]
  - **Delivery Start Date:** \_\_\_\_\_
  - **Shipment Schedule:** Monthly, within the first 10 working days of each month
  - **Tolerance:** +/- 10%
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## **5. PAYMENT TERMS**

- **Method: Irrevocable, confirmed, transferable Documentary Letter of Credit (LC)**
- **Issuing Bank: Top 50 international bank acceptable to Seller**
- **LC to be opened within \_\_\_ banking days from the contract signature**
- **Payment upon presentation of shipping documents**

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## **6. SHIPPING DOCUMENTS**

**Seller shall provide the following documents:**

- **Commercial Invoice**
- **Bill of Lading**
- **Certificate of Origin**
- **Quality and Quantity Certificates (SGS or equivalent)**
- **Insurance Certificate**
- **Packing List**
- **Any other agreed documents**

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## **7. PERFORMANCE GUARANTEE**

**Seller shall issue a 2% Performance Bond (PB) upon LC issuance.**

**Failure to perform may result in forfeiture of PB.**

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## **8. GOVERNING LAW & DISPUTE RESOLUTION**

- **Governing Law: [e.g., English Law / UAE Law / ICC Rules]**
- **Arbitration: ICC Rules, arbitration in [Location], language: English**

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**9. FORCE MAJEURE**

**Neither Party shall be liable for delay or failure to perform due to events beyond their control including war, natural disaster, sanctions, etc.**

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**10. CONFIDENTIALITY**

**All terms of this agreement and related documents shall remain strictly confidential.**

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**11. ENTIRE AGREEMENT**

**This document represents the entire agreement and supersedes all previous negotiations.**

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**IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.**

**SELLER**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_