



CONTRACT FOR THE INTERNATIONAL COMMERCIAL SALE OF GOODS

1. PARTIES

SELLER

Name BY GOURMET SPECIAL GROCER -MUHARREM KURBAN IN SHORT - (BGSB)

Address : Demirtaş Cumhuriyet mah.inönü cad.Bursa Modern kemer 1B/14 16245 Demirtaş
Osmangazi /BURSA/TURKEY (TURKIYE)(TR)

if different, address of Seller's place of business
through which this contract is to be performed _____

Telephone: 0090 530 462 2400 Fax : 0090 224 257 1460 E-mail: info@bygourmet.com

Authorized signatory (name and position) MUHARREM KURBAN - OWNER
m.kurban@bygourmet.com

BUYER

Name _____

Address _____

if different, address of Seller's place of business
through which this contract is to be performed _____

Telephone _____ Fax _____ E-mail _____

Authorized signatory (name and position) _____

2. GOODS

Description of the goods *(including details, as appropriate, concerning required quality, certificates, and country of origin)*

Quantity *(including unit of measurement)*

- Total quantity_____
 - Per delivery instalment
-

- Tolerance percentage: plus or minus (- / +): _____ %

Inspection of goods *(where an inspection is required, specify, as appropriate, details of organization responsible for inspecting quality and/or quantity, place and date/period of inspection, responsibility for inspection costs)* _____

Details, as appropriate, concerning packaging and other similar conditions _____

Any other specification _____

3. DELIVERY

Applicable ICC Incoterm *(By reference to most recent version of the Incoterms at date of formation of contract)* _____

Place of Delivery _____

Date or period of delivery _____

Name and address of carrier *(Where applicable)* _____

Unless otherwise agreed, delivery shall be Ex Works *(as per ICC Incoterm EXW)* at the address of the Seller's place of business through which this Contract is to be performed.

4. PRICE

Price *(specify whether total price and/or price per unit of measurement, specify the amount in both figures and words, and the currency)* _____

Method for determining the price *(if appropriate)* _____

Where the price has not been and cannot be determined, it shall be the price generally charged, in the same trade, for such goods delivered under comparable circumstances or, if such price cannot be established, a reasonable price.

5. PAYMENT

Means of payment (e.g. cash, cheque, bank draft, transfer) _____

Details of Seller's bank account (if appropriate) _____

Unless otherwise agreed, the amount due shall be transferred by teletransmission to the Seller's bank account, and the Buyer shall be deemed to have performed its payment obligations when the said amounts have been received by the Seller's bank.

Payment of the price shall be made within 30 days after the date of invoice, unless the parties agree a different period hereafter: _____

THE PARTIES MAY CHOOSE A PAYMENT ARRANGEMENT AMONG THE POSSIBILITIES SET OUT BELOW IN WHICH CASE THEY SHOULD SPECIFY THE ARRANGEMENT CHOSEN AND PROVIDE THE CORRESPONDING DETAILS:

PAYMENT IN ADVANCE

Amount due (i.e. all or part of the price, or expressed as a percentage of the total price)

Latest date for payment to be received by Seller's bank _____

Special conditions applying to this payment (if any) _____

In the event that the advance payment does not correspond to the total price, the balance due shall be payable within 30 days of the date of invoice, in accordance with the conditions set out above, unless otherwise specified hereafter: _____

PAYMENT BY DOCUMENTARY COLLECTION

Amount to be paid (specify whether total price or price per delivery instalment)

Latest date for payment: _____

Means of payment: DIP (i.e. documents against payment), unless the parties specify D/A (i.e. documents against acceptance) hereafter: _____

Payment by documentary collection shall be subject to the ICC Uniform Rules for Collections, The documents to be presented are specified at Article 6 below.

PAYMENT BY IRREVOCABLE DOCUMENTARY CREDIT

The Buyer must arrange for an irrevocable documentary credit in favour of the Seller to be issued by a reputable bank, subject to the ICC Uniform Customs and Practice for Documentary Credits. The issue must be notified at least 14 days before the agreed date for delivery, or before the beginning of the agreed delivery period specified at Article 3 above, as appropriate, unless the parties agree otherwise as specified hereafter. Latest agreed date for issue: _____

The credit shall expire 14 days after the end of the period or date of delivery specified in Article 3 above, unless otherwise agreed hereafter: _____

The documentary credit does not have to be confirmed, unless the parties agree otherwise, as specified hereafter: _____

All costs incurred in relation to confirmation shall be borne by the Seller, unless the parties specify otherwise hereafter: _____

Unless otherwise agreed, the documentary credit shall be payable at sight and allow partial shipments and transshipments.

PAYMENT BACKED BY BANK GUARANTEE

The Buyer shall provide, at least 30 days before the agreed date of delivery or the beginning of the agreed delivery period specified at Article 3 above as appropriate, *unless the parties specify hereafter some other date:* _____, either a first demand bank guarantee

subject to the ICC Uniform Rules for Demand Guarantees, or a standby letter of credit subject either to such Rules or to the ICC Uniform Customs and Practice for Documentary Credits, in either case issued by a reputable bank.

OTHER PAYMENT ARRANGEMENTS

6. DOCUMENTS

The Seller shall make available to the Buyer or, as the case may be, shall present to the Bank specified by the Buyer, the following documents (*tick corresponding boxes and indicate, as appropriate, the number of copies to be provided*):

Commercial invoice _____

The following transport documents (specify any detailed requirements): _____

Packing list _____
Insurance documents _____
Certificate of origin _____
Certificate of inspection _____
Customs documents _____
Other documents _____

Unless otherwise agreed, the Seller shall make available to the Buyer the documents indicated in the applicable Incoterm.

7. FAILURE TO COMPLY WITH A PAYMENT DEADLINE

If the Buyer does not pay a sum of money when it falls due, the Seller is entitled to interest upon that sum from the time when payment is due to the time of payment. Unless the parties agree otherwise, the rate of interest shall be 2% above the average bank short-term lending rate prevailing for the currency of payment at the place of payment, or where no such rate exists at that place, then the same rate in the State of the currency of payment. In the absence of such a rate at either place, and if the parties have not agreed upon a specific rate, the rate of interest shall be the appropriate rate fixed by the law of the State of the currency of payment. *Other rate of interest agreed by the parties if appropriate:* _____

The Seller shall be entitled to terminate this Contract by notice to the Buyer as regards goods for which payment has not been made for any reason whatsoever (excluding a temporary impediment in the event of force majeure within 14 days (*unless the parties agree some other period:* _____) after the date on which the said payment falls due.

8. FAILURE TO COMPLY WITH A DELIVERY DEADLINE

when there is delay in delivery of any goods, the Buyer is entitled to liquidated damages equal to 0.5% (*unless the parties agree some other percentage* _____:) of the price of those goods for each complete day of delay as from the agreed date of delivery or the last day of the agreed delivery period, as appropriate, provided the Buyer notifies the Seller of the delay, and subject to any extension resulting from force majeure.

where the Buyer so notifies the Seller within 7 days from the agreed date of delivery or the last day of the agreed delivery period, damages will run from the agreed date of delivery or from the last day of the agreed delivery period. Where the Buyer so notifies the Seller more than 7 days after the agreed date of delivery or the last day of the agreed delivery period, damages will run from the date of the notice. If the parties wish to modify either or both of the above-mentioned 7- day deadlines they should do so hereafter: _____

Liquidated damages for delay shall not exceed 20% of the price of the delayed goods, or such other maximum amount as may be agreed hereafter: _____

The Buyer shall be entitled to terminate this Contract by notice to the Seller as regards goods which have not been delivered for any reason whatsoever (excluding a temporary impediment in the event of force majeure within 14 days after the agreed delivery date or the end of the agreed delivery period, as appropriate, unless the parties specify some other period hereafter: _____

9. FORCE MAJEURE)

A party is not liable for a failure to perform any of its obligations in so far as it proves:

- That the failure was due to an impediment beyond its control, and
- That it could not reasonably be expected to have taken into account the impediment and its effects upon its ability to perform at the time of the conclusion of this Contract,
- That it could not reasonably have avoided or overcome the effect of such impediment.

A party seeking to be relieved of liability on grounds of force majeure shall, as soon as the impediment and its effects upon its ability to perform become known to that party, give notice to the other party of such impediment and its effects on its ability to perform, together with all appropriate supporting documents. Notice shall be given if and when the event of force majeure ceases. Failure to give either notice or such documents makes the party thus failing liable to damages for loss which otherwise could have been avoided.

Where the impediment could be merely temporary i.e. where the impediment does not necessarily have the effect of rendering performance impossible and could end within a period of 30 days (*unless the parties agree hereafter some other period _____*;), then the period of performance shall be extended until the impediment has ended, or the expiry of the said period, whichever is the earlier.

If performance is still impossible on expiry of this period, or if and as soon as performance becomes definitively impossible, either party shall be entitled to terminate this Contract upon notice to the other party of its decision to terminate.

Taraflardan birisi aşağıda belirtilen mücbir sebeplerden birine maruz kaldığı durumda, yükümlülüklerini yerine getirme sorumluluğu kalkar.

10. FUNDAMENTAL NON-PERFORMANCE

A party may, by notice to the other party, terminate this Contract in the event of fundamental non-performance by the other party.

The following circumstances constitute examples of fundamental non-performance:

- Failure of the Buyer to comply with its undertaking, if appropriate, to procure the opening of an irrevocable letter of credit or to provide a first demand bank guarantee by the due date specified in Article 5 above;
- Failure of the Buyer to pay any sum by the date upon which the other party is entitled to terminate this Contract in accordance with the provisions of Article 7 above;
- Failure of the Seller to deliver all of the goods by the date upon which the Buyer is entitled to terminate this Contract in accordance with the provisions of Article 8 above;
- A manifest incapacity on the part of either party to fulfil its contractual obligations by reason of bankruptcy or liquidation proceedings, or any other suspension or stoppage of its activities.

In the event of fundamental non-performance, the aggrieved party may, at its discretion:

- Terminate the contract, and recover damages from the defaulting party; and/or,
- Sell or purchase, as appropriate, the goods, in which event the defaulting party shall make good any loss suffered by the aggrieved party.

Any dispute in relation to the damages due upon termination, and/or the losses suffered, as appropriate, shall be settled in accordance with the dispute resolution procedure agreed upon in this Contract.

11. EXPERTISE PROCEDURE

In the event that the Buyer is not satisfied with the quality of the goods delivered or to be delivered, it must inform the Seller of such dissatisfaction as soon as possible, and in any event within 7 days of delivery of the goods or such other period as the parties may agree hereafter:

The Buyer shall immediately apply to the following institution _____

for an expert to be appointed. If no institution has been specified by the parties, then the Buyer shall immediately proceed to appoint an expert. Any expert appointed shall be independent of the parties.

The expert shall consider and report to the parties on the alleged nonconformity of the goods.

For this purpose, the expert shall be entitled to inspect the entire goods, or samples taken under his/her supervision, and may carry out any test which he/she considers to be appropriate.

The expert shall submit his/her report to both parties by registered post. The report shall be final and binding upon the parties unless, within 45 days after it has been received (*or such other period as the parties may agree hereafter: _____*), it is challenged by one of the parties by the commencement of proceedings in accordance with the dispute resolution procedure provided under this Contract.

The expert's fees and expenses shall be borne by the Buyer pending completion of the expertise procedure, but shall be reimbursed to the Buyer by the Seller if the nonconformity of the goods with the contractual requirements is established.

12. MITIGATION OF HARM

In the event of dissatisfaction with the quality of the goods delivered, the Buyer must take all such measures as are reasonable in the circumstances to preserve the goods. The Seller shall be obliged to reimburse the cost of such measures if the nonconformity of the goods with the contractual requirements is established. If the goods are subject to rapid deterioration, or their preservation would involve unreasonable expense, the Buyer must take reasonable measures to sell them on the best terms available, after notifying the Seller of its intention to sell. The Buyer must nevertheless retain appropriate samples for the purposes of an expertise procedure and must give the Seller {and any expert appointed in accordance with Article 11 above} an opportunity to be represented when such samples are taken.

13. COMMUNICATIONS BETWEEN THE PARTIES

All communications between the parties in relation to this Contract must be made in writing and sent by ordinary post (*unless some other form of postal delivery is agreed hereafter _____*), by fax or by electronic mail. Any communication sent via electronic mail must be in a 'read only' format or in some other format in which it is not possible to modify the message received. Communications via fax or electronic mail are made entirely at the sender's risk.

References in this Contract to days are to calendar days.

Taraflar arasında bu sözleşme ile ilgili olarak yapılacak bütün iletişim faaliyetleri yazılı olacak ve yazışmalar *___ taraflar burada belirtilecek farklı bir iletişim şekli konusunda anlaşmadıkları sürece _____*, normal posta, faks veya e-mail yolu ile ilgili taraflara gönderilecektir. E-mail olarak gönderilen bütün mesajlar "sadece okunabilir" veya daha sonra değiştirilmeye olanak vermeyecek bir formatta olmalıdır. Faks veya e-mail ile yapılacak bütün iletişim göndericinin sorumluluğu altındadır.

Bu sözleşmede geçen bütün tarihlerde takvim günleri esas alınmıştır.

14. APPLICABLE RULES OF LAW

In so far as any matters are not covered by the foregoing provisions, this Contract is governed by the following, in descending order of precedence:

- The United Nations Convention on Contracts for the International Sale of Goods
- The UNIDROIT Principles of International Commercial Contracts, and
- For matters not dealt with in the above-mentioned texts, the law applicable at _____ or, in the absence of a choice of law, the law applicable at the Seller's place of business through which this Contract is to be performed.

15. DISPUTE STATUS

In the event of any difficulty in relation to the performance of this Contract, the parties undertake that they will proceed diligently with good faith negotiations in an attempt to find the solution best adapted to the situation. If the difficulty relates to the conformity of the goods, the parties undertake to have recourse to the expertise procedure specified in Article 11 prior to any other procedure. If such steps prove unsuccessful, either party may have recourse to the dispute resolution procedure set out below.

Unless otherwise agreed, all disputes arising out of, or in connection with, this Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules.

If the amount in dispute is less than 100,000 United States dollars, the parties agree that the arbitrator shall decide the case solely on the documents submitted by the parties and waive the right to require a hearing, including a procedural hearing.

If the amount in dispute is greater than one million United States dollars, the parties agree that the

ICC International Court of Arbitration shall constitute an arbitral tribunal comprising three arbitrators should one of the parties so require.

AGREED MODIFICATIONS, IF ANY, TO THIS PROCEDURE:

OTHER DISPUTE RESOLUTION PROCEDURE CHOSEN:

16. DATE AND SIGNATURE FOR THE SELLER AND BUYER

SELLER

BUYER

Date_____

Date_____

Name_____

Name_____

Signature

Signature

Account to be paid and Bank Information

BANKA HESAP BİLGİLERİ / BANK ACCOUNT INFORMATION

SWIFT CODE : GBATRIŞ ŞUBE NO:1180 BRANCH NUMBER:1180

BANKA ADI / BANK NAME : GARANTİ BANKASI - BURSA / TURKEY - DIKKALDIRIM

TL IBAN : TR70 0006 2001 1800 0006 6993 65
€ (EURO) IBAN : TR20 0006 2001 1800 0009 0968 44
\$ (DOLAR) IBAN : TR04 0006 2001 1800 0009 0971 32