

Contrato de Importación en Inglés

IMPORT CONTRACT

DATE:

BETWEEN:

..... [company legal name] whose registered office is at [address, city and country] and registration/fiscal number is , represented by [surname and first name, position] (hereinafter referred to as "the Buyer"),

AND:

..... [company legal name] whose registered office is at [address, city and country] and registration/fiscal number is , represented by [surname and first name, position] (hereinafter referred to as "the Seller").

Both Parties declare an interest in the sale and purchase of goods under the present Contract and undertake to observe the following contract:

1. GOODS PURCHASED

[Description of the goods: type of products, features, quantities, units, etc.]

.....
.....
.....

1.1 It is agreed that any information relating to the goods and their use, such as weights, dimensions, volume, colour, price, and other data contained in catalogues, leaflets, circulars, newsletters, advertisements, price-lists of the Seller, shall not take effect as terms of the Contract unless expressly referred to in the Contract.

1.2 Unless otherwise agreed, the Buyer does not acquire any industrial or intellectual property rights in which may have been available to him. The Seller also remains the exclusive owner of any industrial or intellectual or industrial property rights relating to the goods.

2. WARRANTY

- 2.1 The Seller warrants and guarantees that all Goods supplied under this contract shall be free from any defects, patent or latent, in material and workmanship, will conform to any applicable specifications and drawings and will be free from design defects. The Seller warrants that all Goods shall be of reasonable commercial quality and fit for their intended use where stated or where such use is clear. All materials used by the Seller shall comply with the Buyer's requirements.
- 2.2 The Seller's obligations under Clause 2.1 shall extend to any defect or non-conformity arising or manifesting itself within a warranty period of [1, 2, 3] years from delivery.
- 2.3 Where there is a breach of the warranty contained in Clause 2.1 by the Seller, the Buyer, without thereby waiving any rights or remedies otherwise provided by law and/or elsewhere in this contract, may require the Seller to repair or replace the defective Goods which will be delivered free of charge.

3. CONTRACT PRICE

The price of the products hereunder is:

CURRENCY	
AMOUNT IN NUMBERS	
AMOUNT IN LETTERS	

- 3.1 The price indicated under this clause (Contract price) includes any costs which are borne by the Seller according to this Contract. However, should the Seller have borne any costs which, according to this Contract are payable by the Buyer (e. g. for international transportation or transportation insurance under EXW or FCA delivery terms), such sums shall not be considered as having been included in the price under this clause and shall be reimbursed by the Buyer to the Seller.
- 3.2 Unless otherwise agreed in writing, the price does not include VAT or other taxes, and is not subject to price adjustment.

4. DELIVERY TERMS

Delivery of goods shall be done according to Incoterms 2010 rules. The rule and delivery place agreed between the Parties is:

[Mark with X in the box the Incoterm chosen and insert the name of the place or port designated for delivery of products]

Incoterms for any mode or modes of transport (multimodal transport)

<input type="checkbox"/>	EXW Ex Works	Place:
<input type="checkbox"/>	FCA Free Carrier	Place:
<input type="checkbox"/>	CPT Carriage Paid To	Place:
<input type="checkbox"/>	CIP Carriage and Insurance Paid to	Place:
<input type="checkbox"/>	DAT Delivered At Terminal	Place:
<input type="checkbox"/>	DAP Delivered At Place	Place:
<input type="checkbox"/>	DDP Delivered Duty Paid	Place:

Incoterms for sea transport

FAS Free Alongside Ship	Port:
FOB Free On Board	Port:
CFR Cost and Freight	Port:
CIF Cost, Insurance and Freight	Port:

[See Explanatory Note about the use of Incoterms in Import Contracts]

Other delivery conditions

[If necessary, insert any other conditions - for example, relating to packaging - for delivery of goods]

.....
.....

Carrier

[If necessary, insert the name and contact details of the carrier who will deliver or collect the goods]

.....
.....

5. TIME OF DELIVERY

[Choose one of the following alternatives]

Alternative A. Delivery of goods will take place by [insert specific date].

Alternative B. Delivery of goods will take place during [insert a specific period of time; for example: second week of September 2012 or October 2012].

Alternative C. Delivery of goods will take place within [30, 60, 90] calendar days of the signing of the present Contract.

Alternative D. Delivery of goods will take place within [30, 60, 90] calendar days counting from the date on which the Seller receives payment that covers the full price.

Alternative E. Delivery of goods will take place within [30, 60, 90] calendar days counting from the date on which the Seller receives first payment.

Alternative F. Delivery of goods will take place within [30, 60, 90] calendar days counting from the date on which the Seller receives the notification of the opening of a Letter of Credit (L/C) by the Buyer.

6. PAYMENT CONDITIONS

[Choose one of the following alternatives according to alternative chosen in Clause 5]

The payment shall be paid on the following terms:

Alternative A. Cash, check or bank transfer within [30, 60, 90] calendar days from de date of invoice.

[use for alternatives A, B, C, D and E of clause 5].

Alternative B. Documentary collection (drafts) to the account and bank branch designated by de Seller. The documentary collection will be:

- Alternative B.1 Documents against payment (D/P).

- Alternative B.2 Documents against acceptance (D/A).

[use for alternatives A, B, C, D y E of clause 5]

Alternative C. Irrevocable Letter of Credit (L/C).

[use for alternative F of clause 5]

The irrevocable Letter of Credit (L/C) shall be:

[mark with X all that apply]

<input type="checkbox"/>	BY PAYMENT AT SIGHT
<input type="checkbox"/>	BY DEFERRED PAYMENT AT DAYS
<input type="checkbox"/>	BY ACCEPTANCE OF DRAFTS AT DAYS
<input type="checkbox"/>	BY NEGOTIATION

<input type="checkbox"/>	UNCONFIRMED
<input type="checkbox"/>	CONFIRMED
<input type="checkbox"/>	Confirmation Bank

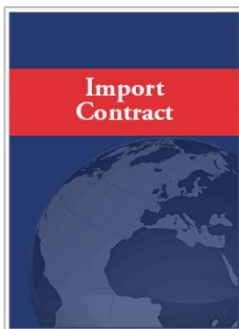
<input type="checkbox"/>	PARTIAL SHIPMENTS ALLOWED
<input type="checkbox"/>	PARTIAL SHIPMENTS NOT ALLOWED

<input type="checkbox"/>	TRANSHIPMENT ALLOWED
<input type="checkbox"/>	TRANSHIPMENT NOT ALLOWED

[If necessary include data of the bank account of the Seller]

Payment will be made on the following bank account of the Seller:

Bank: Address:, Bank account:
.....; IBAN:.....; SWIFT:.....



Esta es una muestra del Contrato de Importación en Inglés.

Para obtener más información sobre este contrato haga clic en:

[CONTRATO DE IMPORTACIÓN EN INGLÉS - IMPORT CONTRACT](#)

CONTRATOS MERCANTILES

- Contrato de Compraventa Mercantil
- Contrato de Distribución Comercial
- Contrato de Agente Comercial
- Contrato de Comisión Ventas
- Contrato de Prestación Servicios
- Contrato de Consultoría Empresas
- Contrato de Suministro de Productos
- Contrato de Fabricación de Productos
- Contrato de Franquicia Individual
- Contrato de Máster Franquicia
- Contrato de Alianza Estratégica

CONTRATOS TECNOLÓGICOS

- Contrato de Licencia de Patente
- Contrato de Licencia de Marca
- Contrato de Transferencia de Tecnología
- Contrato de Know How
- Contrato de Licencia de Software
- Contrato de Distribución de Software
- Contrato de Desarrollo de Software
- Contrato de Desarrollo de Página Web
- Contrato de Investigación y Desarrollo
- Contrato de Compraventa de Dominio .com
- Contrato de Compraventa de Dominio .es

CONTRATOS LABORABLES

- Contrato de Alta Dirección
- Contrato de Trabajo Indefinido
- Contrato de Trabajo Temporal
- Contrato de Trabajador Autónomo

CONTRATOS DE CONFIDENCIALIDAD

- Confidencialidad entre Empresas
- Confidencialidad de Producto o Idea
- Confidencialidad para Empleados
- Confidencialidad para Consultores

CONSTITUCIÓN DE EMPRESAS

- Sociedad Anónima
- Sociedad Limitada
- Sociedad Limitada Unipersonal
- Sociedad Limitada Profesional
- Unión Temporal de Empresas (UTE)
- Agrupación de Interés Económico (AIE)
- Fundación de Ámbito Estatal

DOCUMENTOS PARA EMPRESAS

- Pacto de Socios para Crear Empresa
- Pacto de Socios con Inversor
- Plan de Negocio para Inversores
- Propuesta de Negocio para Inversores
- Memorándum de Entendimiento
- Cartas de Intenciones para Empresas
- Poderes Mercantiles para Empresas

CONTRATOS EN INGLÉS

- Export Contract
- Import Contract
- Distribution Contract
- Agency Contract
- Service Provider Contract
- Strategic Alliance Contract

DOCUMENTOS EN INGLÉS

- Shareholders Agreement
- Investors Agreement
- Business Plan for Investors
- Business Proposal for Investors

Compra online
www.startuplegal.es
info@startuplegal.es