

Contract for Intra-Community sales or export of agricultural produce

...Made and entered into by and between **Kálmán Kőműves** sole trader, **7671 Aranyosgadány**, isolated, non-residential parcel top. lot no. 619 **Hungary**, EU VAT number: **HU66433071**, as seller (hereinafter: **Seller**) and

as buyer, who, having proved that he has registered for VAT number and paid the proforma invoice issued hereunder – whether in part or in full – to accept other terms of the contract as well (hereinafter: **Buyer**)

1. The Seller shall sell the goods specified under paragraph 2 of the contract, furnish them with appropriate documents, such as **invoice**, **CMR**, **certificate of weight** and other documents, load onto the vehicle, present to customs if necessary and deliver the goods to the location designated by the Buyer.
2. The goods indicated on the proforma invoice issued under this contract forms the object thereof. The volume of the goods shall be equal to that indicated on the proforma invoice + - 5 %. Other terms, such as parity, unit price, total value, date of delivery and other terms shall also be specified on the proforma invoice. If there are any laboratory test results, they shall also be provided in the contract and on the proforma invoice.
3. The Buyer shall inspect the quality and quantity of goods as soon as possible, and he shall notify the Seller of any possible complaint within three (3) days. The complaints shall be made in writing so that it will serve as appropriate evidence towards the suppliers.
4. In respect of the payment terms the parties agree that the Buyer shall transfer the specified amount to the Seller's bank account not later than one day prior to loading. The bank account number, the SWIFT code and the bank name shall be provided in the heading of the proforma invoice. Any amount shall be considered as settled if it is credited on the Seller's bank account, without deduction of the foreign bank charges.
5. The parties shall not be liable for the non-performance of the contract if it has been caused by act of God (Force Majeure). The Force Majeure shall be confirmed by the Chamber of Commerce of the party who intends to exercise to right of relief in the case of Force Majeure, however, the other party may also request for additional evidence to be attached.
6. The parties may deviate from this contract only in writing, by making amending or supplementing annexes.
7. This contract shall be valid even if it is not signed by the Buyer provided that the Buyer has paid – whether partly or fully - the amount indicated on the proforma invoice issued under and containing reference to this contract. The whole text is available for reading and printing on the subpage **Export** (<http://kalman5.webnode.eu/export>) of website kalmankfc.eu, and it shall be valid from **01-01-2017** until replaced by a new one.

Aranyosgadány, 31-12-2016

Kőműves Kálmán e.v.
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(Kálmán Kőműves)