

CONTRACT

Seller :

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Buyer :

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Through friendly negotiations, the seller and the buyer reached a mutual agreement on the sale of Pietrain pigs based on the terms and conditions stipulated below :

1. **Quantity-Price**

1.1. The sale includes Pietrains pigs, of which males and..... females.

1.2. CIF price Airport of :

	Males (~ 40-50 kg)	Females (~ 40-50 kg)
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Price US Dollars US Dollars
Truck Belgium - US Dollars US Dollars
Airfreight US Dollars US Dollars
Belgian quarantine costs US Dollars US Dollars
Costs of analysis before and after the Belgian quarantine US Dollars US Dollars
Costs of pedigrees US Dollars US Dollars
Insurance US Dollars US Dollars

Total US Dollars US Dollars
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Remark : these prices are for a minimum number of ... exported animals.

2. Veterinary quarantine and sanitary certificate requirements

- 2.1. The contracting parties should strictly adhere to the agreement on the veterinary and sanitary requirements signed between the veterinary authorities of both governments.

- 2.2. A certificate delivered by the Belgian veterinary services in conformity with the importation rules agreed between both countries, will accompany the animals.

3. Payment

3.1. A confirmed and irrevocable letter of credit will be emitted by the buyer in favour of the seller from the signature of the contract.

3.2. Bank of the buyer :

Bank of the seller :

The contracting parties at their own banks will respectively cover bank charges.

4. Choice of the reproducers

The buyer, with the friendly assistance of the seller, will make his selection of the reproducers during his visit on the Belgian farms.

The reproducers must be provided each with a registration document, be from several different breeding lines and not be from the same lineage for 3 (three) following generations.

5. Transport documents

The seller will present the original transport documents to the negotiating bank and the copies to the consignee, together with the animals.

- (1) The trade invoice signed in 5 copies.
- (2) The original airline invoice for the charterer or forwarding agent.
- (3) Two copies of each animal pedigree.
- (4) Two copies of the veterinary certificate delivered by the veterinary authorities of the exporting country. The original certificate will go with the dispatch.
- (5) All the documents will be drawn up in English language.

6. **Delivery**

6.1. The delivery will be done by air.

6.2. The date of delivery will be minimum 28 days after reception of a confirmed and irrevocable letter of credit emitted by the buyer.

6.3. The seller's liability stops at the arrival of the animals at the Airport of, and does not concern possible mortalities occurring after the handover of the animals to the buyer.

7. **Guarantee**

7.1. The reproductive quality of a boar is guaranteed for a 75 days period following the first sampling of semen for testing. In case of proven contestation (results of analysis coming from laboratories agreed and recognised by both parties), the boar will thus be replaced by the seller following clauses friendly agreed upon by both parties. That does not exclude the possibility of a repayment in proportion to the animal value by the seller, if the buyer consents to it.

8. **Arbitration**

8.1. Each dispute will be settled out of court. In case of failed agreement to reach that purpose, the dispute will be submitted for arbitration to one (and only one) international court of arbitration agreed upon by mutual consent of both parties. Both parties shall accept the decision ruled by this international court of arbitration as final and irrevocable.

8.2. The signature of the contract shall be governed and designed in agreement with the United Nations laws, convention on contracts for the international sale of goods.

9. **Each party will keep one original of the signed contract**

10. **Coming into effect**

10.1. The contract will come into force from the signature of both parties.

Signature of the seller

Signature of the buyer

Date :

Date :