



DATE: 24-10-2022  
NUMBER:200/17

Brokerage sales contract number 200-17

**+first article:**

**broker details:**

1-1: From iran country-KimiaTejarat Behnam Trading Company with National ID 14009899186082 and detailed specifications in the attachment

**Buyer details:**

1-2: From sultanate oman country-Arkan group company-p.obox:1633 p.c:112-mobile:+968920110138-  
email:cafc.hod@gutch.edu.com

**+ second article:**

**Specifications of the traded item:**

2-1: Granular sulfur (specifications in the attachment)- 30,000 tons tonnage - one ton jumbo packaging

**+Third article:**

**Payment method and delivery term:**

3-1: Fob bandarabas-incoterms 2020

3-2: The delivery time of everything is stated in the manufacturer's supply notice. For this case, 35 days from the time of advance payment

**+The fourth article :**

**Brokerage fee and price of goods or energy:**

4-1: \$5 per ton brokerage fee-Payment from the amount of ten percent of the advance at the time of completion of the transaction

4-2: Regarding the price of goods or energy, whatever is discovered on the day of the auction

**+The fifth article:**

**Obligations of the broker:**

5-1: The broker should get the necessary codes for export

5-2: As soon as the sales offer is issued by the manufacturer, the broker must inform the buyer of the time of the offer, the amount of advance payment and the account number

5-3: The broker must inform the buyer of the final result on the day of the competition

5-4: If, according to the previous agreement, the buyer asks the broker to transport the goods to the destination country, after the finalization of the purchase, the broker must take action on the issues raised in the agreement, otherwise, he must pay damages to the buyer.



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5-5: If for any reason the broker is unable to win the auction, he must deposit ten percent of the advance payment to the buyer's nominated account without wasting time.

5-6: If, according to the previous agreement, the buyer asks the broker to transport the goods to the destination, the broker must send the full details of the carrier, the full details of the truck or ship and the cost of transportation to the buyer in an official letter at the time of the shipment, and the buyer is responsible for the payment Act

5-7: The broker should inform the buyer about the schedule of transporting the goods or energy and other information required by the buyer so that the buyer can load at the right time and there will be no damage due to not transporting.

#### +The sixth article:

##### Obligations of the buyer:

6-1: The buyer must deposit the initial ten percent to the seller's account in Iran immediately after signing the contract

6-2: The buyer must make the final settlement after the broker wins the competition. If he does not act on time and damages occur, the buyer is at fault

6-3: If, according to the previous agreement, the buyer asks the broker to transport the goods to the destination, the broker must send the full details of the carrier, the full details of the truck or ship and the cost of transportation to the buyer in an official letter at the time of the shipment, and the buyer is responsible for the payment. Act. If the buyer does not act in a timely manner and a damage occurs, he must be responsible for the damage

6-4: The buyer must carry out the transportation of goods or energy according to the schedule announced by the manufacturer. If he does not do this and damages occur, the broker is not to blame

#### +The seventh article:

##### Terms of arbitration to resolve a possible dispute:

7-1: If there is a dispute between the parties, the competent court in Iran, Fars province, Shiraz city, will be the authority

#### +Article VIII:

##### Conditions related to force majeure:

8-1: If there is a situation in Iran that is an example of force majeure, the broker's obligations will be suspended until the conditions are normalized, and the buyer cannot claim damages for this.



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+Article 9:

Contract validity period:

9-1: As soon as the advance payment is made by the buyer, this contract is automatically official and enforceable

This contract is drawn up in two versions, each of which contains It has three pages, nine articles and twenty legal clauses, each of which will have a single ruling in the arbitral tribunals. By signing, the signatories confirm their health and complete reading of the contract

