

Concluded between:

I.C.E Dunărea

-Foreign Trade Company, with residence in Bucharest, 4 Vargovia St, Romania represented by Mr. Constantin Gavril manager, hereinafter called SELLER

and

Bany Trading, Est

-Kuwait company, with residence P.O.Box 21737, represented by Mr. Mohamed J. Al-Eid and Mr. Fahti Taher together hereinafter called BUYER

Both parties have fully agreed upon the following terms and conditions:

1. Object of the contract.

The seller agrees to sell and the buyer agrees to buy the following item : caravan type R.p.A 240.

Description and technical features: two wheels, metallic body covered by a textile or p.v.c material, easily linkable system to the car, electric signaling system connected to the control of the drive car.

-dimensions: length 2010 \pm 5 mm

width 1500 \pm 5 mm

High 900 \pm 5 mm or, 1150 \pm 5 mm according to the buyer's request.

-own weight 87 \pm 2 Kg.

-payload max. 240 Kg.

-box dimensions 1095x995x450 mm



-tract force max. 20 daN.

The colour will be white for metal body and various colours for upper covers. The product is to be manufactured according to the Romanian standards, in no tropicalised execution.

[Handwritten signatures and initials]

Reception: by the producer and proved with the certificate of quality from the qualitative point of view and with commercial invoice from the quantity point of view.

2. Quantity.

Total amount is 400 pcs. caravan type R.p.A 240. | 
The a/m quantity shall be increased/reduced only with the written agreement of both parties. 

The buyer undertakes to buy sapre parts from a recomandable spare parts list put at his disposal by the seller. The contract of the spare parts shall be signed within next 10 days.


3. Price.

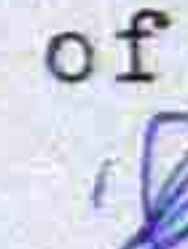
The unit price is 225 U.S. Dollars, The unit price is to be understood Ex Works Electrometal Timișoara in accordance with Incoterms 1953. This price is valid only for this contract.

4. Delivery terms.

Place of delivery: Electrometal Timișoara, L Circumvulțiunii Street according to Ex Works Incoterms 1953.

Time of delivery:

-60 pcs. of caravan type R.p.A 240, as the first lot, delivered on 5th February 1983 against cheque payable at the first sight. | 

-340 pcs. of caravan type R.p.A 240 at 95 days from the receipt of L/C for total amount. Partial shipment allowed. 

The seller shall notify the buyer in due time about the date when the goods are available in the factory warehouse.

The buyer shall notify the seller in due time the date when the trucks arrive for loading.

The date of delivery shall be considered the date of shipping document, or the date of the statement document.





5. Payment.

a) by cheque payable at the first sight for the shipment of 60 pcs. caravan type R.P.A 240 covering total value of 13,500 U.S.Dollars

b) the value of 76,500 U.S.Dollars, as the rest amount representing total value of 340 pcs, caravan type R.P.A 240, by confirmed and irrevocable letter of credit L/C, domiciliated and payable in Bucharest, opened in favor of I.C.E Dunărea, Through a first class bank correspondent of Romanian Bank for Foreign Trade (BRCE). L/C should be opened 50 days before first shipment and mention partial shipment allowed.

L/C should be valid for 100 days.

The payment is to be done on presentation at the BRCE of the following:

- commercial invoice
- certificate of quality
- duplicate of truckway B/L or a symple statement document to prove that the seller fulfilled his obligations arising from this contract and Incoterms 1953.

The document shall mention that the goods are put at buyer's disposal so that:

- the goods have marked with marking instruction (art. no 7.)
- the goods are warehoused in a separate place of warehouse Electrometal Timișoara.
- the goods are available for loading.

The document shall be signed by the producer and seller.

7. Marking.

The vehicles are to be marked near the Romanian producer's brand with: Agent EMALXCOR INT, N. YORK

BANY TRADING EST

Tel 916665/912119

KUWAIT

8. Guarantee.

We warrant the quality and proper functioning of our products, under normal use and services, to be from defects resulted from the material used and workmanship employed, for a period of 12 months from the date of shipping document or statement document.

The guarantee will not cover rubber-ware and cablings.

Handwritten signature and scribbles at the bottom of the page.

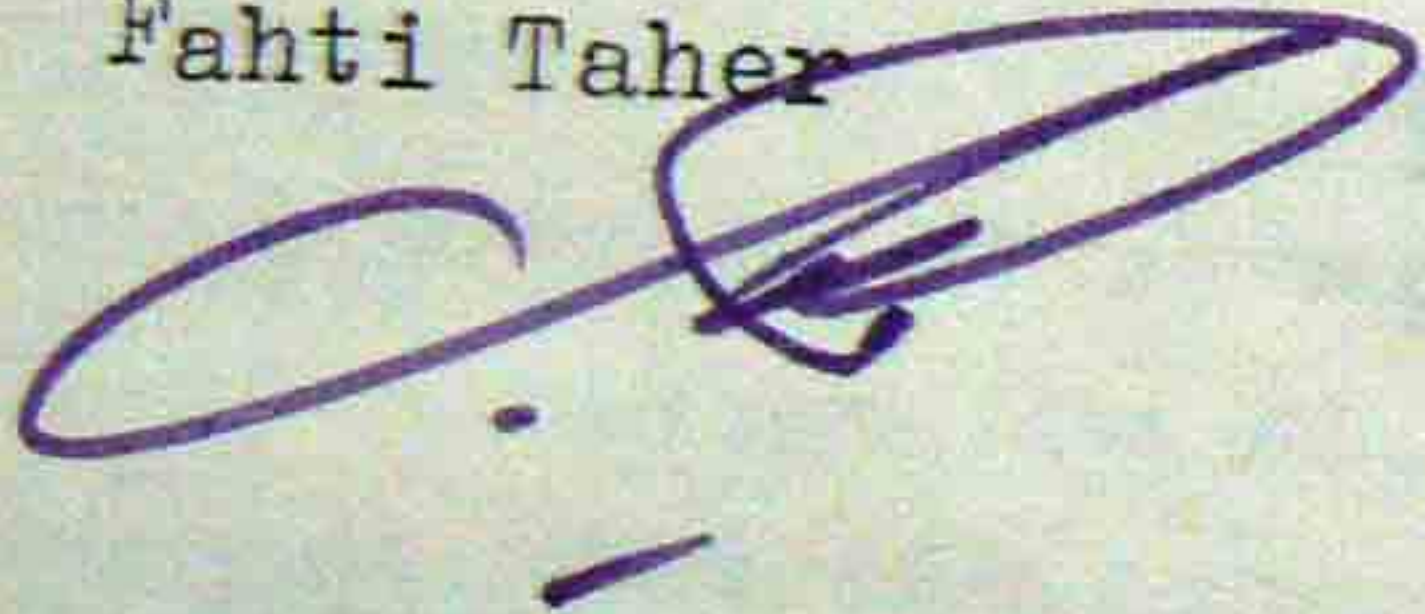
common agreement in written form of both parties.
This contract has been signed in 4 copies, two for the buyer and two for the seller, today 26 January 1983 in Bucharest Romania.

FOR BANY TRADING EST

FOR ICE DUNAREA

Mohamed J. Al-Eid

Fahti Taher



Boldea Vasile

Brasovă Traian

