

INSTALMENT SALE AGREEMENT
(Conditional Sale)

BETWEEN

.....

.....

O1 (hereinafter referred to as the "Seller")

AND:

.....

.....

(hereinafter referred to as the "Buyer")
(the Seller and the Buyer hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Buyer, in the course of his business activities, wishes to buy from the Seller various products, equipment, parts, accessories, or merchandise;

WHEREAS the Seller, for the purposes of securing payment of the goods sold to the Buyer, wishes to reserve his right of ownership of these goods until the payment in full has been made;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

O2 2.01 Sale

Provided the Buyer observes, respects and conforms to each and every clause, condition and stipulation in this Agreement, the Seller agrees to sell to the Buyer, from time to time, some goods, namely:

.....

.....

.....

(hereinafter referred to as the "Goods")

2.02 Billing

--	--

Seller Buyer
1450

The Buyer agrees in advance and expressly acknowledges that all the Goods he buys or will buy from the Seller will be those described in the invoices that the Seller will send to him from time to time and that all the prices indicated therein will be those pertaining to the described Goods unless the Buyer informs the Seller, within (.....) hours after receiving the invoices, of any discrepancies in the said invoices or concerning the Goods received.

Otherwise, it shall be deemed that the invoices conform with the Agreement convened between the parties, and that the Goods received are in good physical and operational condition, and in the exact quantity.

Moreover, the Buyer expressly acknowledges that this Agreement applies and shall apply to all Goods originating from the Seller as fully described in the said invoices.

2.03 Right of Ownership

Under this Agreement, the Seller shall remain and shall continue to remain the owner of the Goods sold to the Buyer, the Parties agreeing that the ownership shall not be transferred neither at the drafting stage of the Agreement, nor upon delivery of the Goods, but only after all sums due, as stated in each and every invoice to be issued by the Seller, will have been paid in full to the Seller.

3.00 CONSIDERATION

O3 3.01 Terms and Conditions of Payment

The Buyer shall pay the Seller the price of all Goods within(.....) days following the invoice date. However, the Seller reserves his right to amend, from time to time, the above-mentioned terms and conditions of payment, by sending a prior notice to the Buyer in connection with the Goods ordered, such new terms of payment becoming effective after receipt of the said notice by the Buyer.

4.00 SPECIAL PROVISIONS

O4 4.01 Interest

All amounts owed by the Buyer to the Seller pursuant to this Agreement shall bear interest at a rate of percent (.....%) per annum as of their due date.

4.02 Transfer of Risks

The Buyer shall bear the risks of loss to the Goods after receiving them.

4.03 Non-Payment

If the Buyer fails to comply with any of the provisions contained herein, and without limiting the generality of the aforesaid, among others, omits to pay any amount due under this Agreement, as stated in the invoices issued by the Seller from time to time, the Buyer shall, as a result, lose the benefit of the term. In such case, the Seller may, at his choice:

--	--

Seller Buyer