

JETRO INTERNATIONAL LIMITED

72 Narden Street,
Crace ACT 2911, Australia

SALE CONTRACT FOR VEHICLE

No: 0000001 / 01.01.2016

Page 1 of 4

By and between,

SELLER

BUYER

AGENT

Name:
Passport:
Date of birth:
Address:
Country:

Name:
Passport:
Date of birth:
Address:
Country:

Jetro International Limited
Registration No: 2016175/1988
VAT No: DE3118170
72 Narden Street,
Crace ACT 2911, Australia
www.jetro-int-ltd.com

hereinafter referred to as "the Seller"

hereinafter referred to as "the Buyer"

referred to as "the Agent"

"the Seller" and "the Buyer" are herein described as "the Parties".

1. PURPOSE OF THE CONTRACT

That in consideration of the representations made and the covenants herein contained, the Seller sells, transfers, bargains and conveys to the Buyer, and the Buyer purchases from the Seller the vehicle described as follows, using the services provided by the Agent.

Year:	Exterior color:	Engine Capacity:
Make:	Mileage:	Engine Power:
Model:	Fuel type:	Body Style:
VIN:	Transmission:	Registration:

The other features of this vehicle are in accordance with the Vehicle Inspection Report sent by our team.

1.01 The total purchase price (hereinafter referred to as the "Purchase Price") for the vehicle shall be: XX.XXXINR.

1.02 The Purchase Price will be paid in an acceptable instrument which is: **INR**.

The Purchase Price may be paid in another currency, at your choice, but the amount to be paid and the exchange rate will be determined by your bank.

1.03 The Purchase Price will be held in one of the Agent's (Jetro International Limited) bank accounts until the Buyer receives, inspects and accepts the Vehicle described above.

The Buyer will send the money to the bank account of the Agent, and the account holder is: Jetro International Limited

The funds will be held by the Agent only as a refundable deposit, at the sole discretion of the Buyer.

The Agent does not have the right to use this money at his own discretion and without the written consent of the Buyer.

Any movement of the money from this account, for the specified amount, will not be made without a written notice to the Buyer and without the Buyer's written consent.

This deposit is refundable to the Buyer, without charges or penalty fees, at request. The refund request can be made anytime during the transaction and the funds will be sent back to the buyer in 48 hours from the request. After the Buyer is refunded the transaction and this contract are canceled.

1.04 As soon as the Buyer provides the Agent with the transfer receipt from his bank, the Agent will start delivery procedures to the Buyer's address specified above at no extra charge for the Buyer.

Delivery will take maximum 15 days from the time the money are secured in the Agent's bank account.

Delivery will be made to the following address:

1.05 This vehicle is imported to the India Country and all the customs duties/fees are paid.

The Buyer will not have to pay any customs/import fees at the registration of the vehicle.

Before delivery of the Vehicle, the Agent will go first to the India Country Customs Office, to obtain all the documents required for registration and obtain a document on the name of the Buyer that he will not be charged any customs fees in order to complete permanent registration of the vehicle on his name. The Agent will also help the Buyer with registration procedure of the vehicle, if requested by the Buyer.

SALE CONTRACT FOR VEHICLE

No: 0000001 / 01.01.2016

Page 2 of 4

1.06 The vehicle is in the sole ownership of the Seller, free of liens, lease or debts.

1.07 The vehicle description and pictures provided by the Seller, vehicle inspection report provided by the Agent, and all facts stated herein are true and correct to the Buyer's interest.

1.08 All disclosures to the buyer regarding the vehicle, the vehicle documents, the duration, terms and procedure of the transaction are accurate and in accordance with all applicable laws and regulations governing them.

1.09 The purpose of this contract is to deliver the vehicle to the Buyer's address and allow the Buyer an inspection period of five (5) days with the vehicle, all the keys, and all the vehicle documents in original. This contract is not the final sales contract of the vehicle.

The final sales contract for the vehicle should be made, after the delivery, between the Buyer and the Agent's representative at a public notary office in the Buyer's country and in the Buyer's language.

The Buyer has the first right to purchase the above mentioned Vehicle for the duration of this contract. If the Buyer will request a refund of the deposit, the contract will be canceled and the right to purchase the Vehicle will expire.

After delivery the following actions may occur when the 5 days inspection period has expired:

-If the Buyer does not agree to purchase the vehicle this contract shall be terminated with no penalty to the Buyer and the Buyer will be refunded the entire amount in the Purchase Price by bank transfer in 48 hours from his decision.

-If the Buyer agrees to purchase the vehicle, the Agent's representative will accompany the Buyer to a lawyer/ public notary in order to make the Sales Contract for the above mentioned vehicle.

The Vehicle, the keys and all related documents will be handed to the Buyer by the Agent's representative.

1.10 For the protection of the transaction, Owner of the car, the Buyer and the Agent, copies of sensitive information such as vehicle documents, will not be transmitted over the Internet or Fax services.

The Agent will present the Buyer all the vehicle documents and the transaction documents in original at the time of delivery. The Buyer will have the original documents for the inspection period and the Agent will keep copies of it.

The vehicle documents, include but are not limited to: registration certificate, vehicle book, service book, bill of sale from the manufacturer/dealership, export or import documents (all documents related to customs).

2. TERMS OF THE CONTRACT

2.01 All the paragraphs of this contract are part of the contractual terms.

2.02 The owner of the car and the Agent are obliged to disclose all the substantial cosmetic and non-cosmetic defects of the vehicle before execution of this Contract if any.

2.03 The vehicle subject to this transaction and all related documents are in the Owner's name as mentioned above.

The owner of the car authorizes the Agent to the execution of this transaction and transfer of the vehicle and all related vehicle documents to the Buyer. The Agent can and will provide help with registration of the vehicle to the Buyer's country if requested by the Buyer at no extra charge.

2.04 The Agent must defend, protect, indemnify and save harmless actions to the Buyer and Buyer's lawful successors and assigns from any and all adverse claims, that may be made by any party against said vehicle.

2.05 At the closure of this Contract if the vehicle is accepted by the Buyer, the vehicle and all rights in and to the vehicle shall be transferred to the Buyer, as specified at the beginning of this Contract.

The Agent will deliver the vehicle to the Buyer's address mentioned at the beginning of this Contract in maximum 15 days from the time the Purchase Price is available as a deposit in the bank account operated by the Agent.

2.06 From the date of receipt of the vehicle, the Buyer has five (5) days to test and inspect the vehicle and the documents.

For any reason, the owner of the car may not take possession of the vehicle during the period covered by this Contract.

However, the Buyer must inform the Agent within 5 days of his intention to either buy or return the vehicle.

The Buyer bears no cost if the vehicle is not accepted within the 5 days period. There is a test-drive limit of 600 km allowed with the vehicle.

2.07 If the Buyer refuses the vehicle, the Agent has the responsibility to take the vehicle from the Buyer and send it back to the Agent's warehouse or to be sold locally if informed by the owner of the car. This procedure will be provided at no cost for the Parties.

2.08 After signing this Contract, the Buyer has 48 hours to transfer the funds to the bank account operated by the Agent and send the bank receipt by email. The Buyer will have the Bank details of the Agent in an invoice after signing this Contract.

SALE CONTRACT FOR VEHICLE

No: 0000001 / 01.01.2016

Page 3 of 4

2.09 The Agent will hold the money into his bank account as a deposit, for the entire duration of this transaction.

The Agent will also remove the right of the owner of the car to sell or loan the Vehicle to someone else for the entire duration of this Contract.

2.10 The money will be transferred only to a bank account that belongs to the Agent, a subsidiary of the Agent, or has a contract of providing escrow services for the Agent.

2.11 If the vehicle is not up to the Buyer's satisfaction or/and the Buyer discovered an error in the vehicle description or in the vehicle documents the Buyer can refuse the vehicle at no cost. In this case the Purchase Price shall be immediately refunded by bank transfer to the Buyer's account with no deductions there from.

2.12 If the vehicle is not accepted, the Buyer must return the vehicle to the Agent after the inspection period ends in the same condition as it was received (no extra damage, scratches, dents, etc). If this condition is not met, the Buyer must purchase the Vehicle.

2.13 The Agent will provide the Payment Invoice for this Contract in less than 48 hours from receiving the signed Contract.

The bank account details where the funds shall be transferred must be included in the Payment Invoice.

This account must be an escrow account owned by the Agent or a subsidiary of the Agent.

Each party is responsible for its own banking fees and costs.

2.14 All facts stated herein are true and correct to the best interest of the Parties, verified and confirmed by the Agent.

2.15 The Agent's representative is authorized by the owner of the car for the transfer of ownership of this vehicle as he himself is present, based on the POA No. ...

3. RIGHTS OF THE PARTIES

3.01 Both parties shall support each other in the goal of obtaining commission agreed with their clients.

3.02 Both parties shall inform each other regarding any progress of an ongoing negotiation and/ or transaction that is affecting this contract.

3.03 In the case that any of the parties is willingly breaking the obligations in this contract it will pay to the other part interests and damages.

4. OBLIGATIONS OF THE PARTIES

4.01 Both parties are obliged to respect the terms of the Contract.

4.02 The Agent is obliged to respect the terms of the Contract.

4.03 The Agent is obliged to act and support to the conclusion of the transaction as stipulated in the terms.

5. CONFIDENTIALITY

5.01 Both Parties and also the legal representative are hereby obliged, not to transmit and use the information that they obtained during this Contract to any third party unless otherwise informed by written notification.

6. TERMINATION OF THE CONTRACT

6.01 This Contract shall be terminated as follows:

- a) by termination the case when the obligations of one of the parties have not been respected, including the Buyer's request for a refund
- b) by the parts' consent
- c) by unilateral cancellation but only after all the fees for the transactions in progress have been paid
- d) by expiration if not signed in 5 days from the time it was released
- e) by accomplishment term

7. ESCROW AGREEMENT

7.01 The funds stated herein as the Purchase Price will be released to the owner of the car if and when:

- a.1) the Vehicle is delivered to the Buyer
- a.2) the transfer of ownership for the Vehicle is completed between the Buyer and the Agent's representative
- a.3) all the documents are filed by the Agent and signed by the Buyer and the Agent's representative: delivery receipt of the Vehicle and all original documents, bill of sale for the Vehicle between the Agent's representative and the Buyer authenticated at a public notary office, acknowledgment for the release of funds to the owner of the car.

All conditions must be met simultaneously and one condition does not exclude the other.

7.02 The funds stated herein as the Purchase Price will be released to the Buyer if and when:

- b.1) all conditions from paragraph 7.01 are not met in 45 days from the time of signing this contract

SALE CONTRACT FOR VEHICLE

No: 0000001 / 01.01.2016

Page 4 of 4

7.03 The funds stated herein as the Purchase Price will be released to the owner of the car if and when:

- c.1) the Buyer fails to deliver the Vehicle back to the Agent or the Agent's representative in 5 days since the inspection period is over; in this case the Vehicle will be considered stolen and reported to the police of the state/country of the Buyer
 - c.2) the Buyer refuses to communicate with the Agent or answer the Agent's request
 - c.3) the Agent has filed the delivery receipt of the Vehicle and all original documents signed by the Buyer and the Agent's representative
- All conditions must be met simultaneously and one condition does not exclude the other.

Conditions from paragraph 7.03 should be enforced by the Escrow over conditions from paragraphs 7.01 and 7.02 if such situation takes place.

8. MISCELLANEOUS

8.01 Breach of the provisions of this Contract shall result in the termination of this Contract, the loss by the Party in default of its commission fee, the obligation for the said Party to recover all loss incurred by the aggrieved Party and payment by the party in default to the aggrieved. Party of the amount of 1,50,000 INR resulting from the present penalty clause.

8.02 Any dispute, controversy or claim that may arise out of or in connection with the execution, interpretation, enforcement or termination this Contract shall be amicably settled by the Parties.

8.03 Shall the Parties fail to settle amicably, the dispute, controversy or claim shall be settled by The Court of International Commercial Arbitration acting with The Chamber of Commerce and Industry of the European Union and The Chamber of Commerce according to their arbitration rules and procedures. The language of the arbitration shall be English, or Buyer Language. The Arbitrary Tribunal shall be composed of 3 (three) members.

8.04 This Contract has been drawn up in 4 (four) counterparts, each of them being an original, and has been signed at the date mentioned at the end of this legal document. The Contract is a legal document that can be attacked in law in any of the countries involved (the Buyer's or the Agent's) without the need of having it simultaneously in the languages of these countries. The English version is acceptable for international transactions.

8.05 In case of any discrepancies between the Owner of the car, the Buyer and the Agent version, the Agent version shall prevail.

8.06 This Contract in its e-format is recognized by the commercial international law and regulations as well as the EU law and regulations and all of their affiliated institutions.

8.07 This Contract is an undisputed binding contract which acts like any commercial contract and there is no need to receive it in any other format or language, and by any other method than the current one.

NOTE: The Buyer has the right to reject the vehicle, and in this case the Agent assumes the responsibility of sending the full payment of the deposit back into the Buyer's account in less than 48 hours.

The Purchase Price of XX.XXX INR includes the vehicle price, the delivery costs, winter tires and all other expenses related to the transaction. The Buyer will not pay for shipping and handling even if he refuses to purchase the vehicle.

DATE: 01.01.2016
Jetro International Limited

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BUYER:

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