

Date.....

## COMMISSION CONTRACT

### I. THE CONTRACTING PARTIES

**SC BLUE SEA EXPORT IMPORT S.R.L.**, headquarters in FOCSANI, UNIRII Avenue, no. **9**, bl. **9**, et. **7**, ap. **27**, registered in the Trade Register under no. **J39/124/2023**, Unique Identification Code: **47626664**, having bank account no. **RO87OTPV440001546595US01** opened at **OTP BANK**, SWIFT (BIC) Code: **OTPVROBU**, legally represented by Mr. **TĂNASE CĂTĂLIN ALIN**, having the position of **Administrator** as COMMISSIONER and

**YOUR COMPANY NAME LTD** , with headquarters in **NEW YORK**, 1414 FIFTH Avenue, building **14**, ground floor, room **33**, registered in the Trade Register under no. **A0001**, Unique Identification Code: **1234567**, having bank account no. **1234567890** opened at **JPMorgan Chase & Co.**, SWIFT (BIC) Code: **CHASUS33**, legally represented by Mr. **JOHN OWEN SMITH**, having the position of **CEO**, as PRINCIPAL.

( replace “your company name ltd” example with your own company legal details )

have agreed to conclude this commission agreement, subject to the following clauses:

### II. SUBJECT OF THE CONTRACT

**2.1** The object of this contract consists in the procurement by the commissioner, in his own name, but at the expense of the principal, from third-party legal entities, the goods according to Annex no. 1 and in accordance with the obligations assumed by this contract.

### III. OBLIGATIONS OF THE COMMISSIONER

**3.1** The commissioner undertakes to procure and hand over the goods described in Annex no. 1 of the principal by handover-acceptance report.

**3.2** The commissioner undertakes to execute the mandate entrusted by the principal under the conditions of quantity, quality, price described in Annex no. 1.

**3.3** The commissioner undertakes to inform the principal about the change in the circumstances considered when granting the mandate, for a possible reconsideration thereof.

**3.4** The commissioner undertakes to immediately return to the principal the sums received for which he did not perform the agreed services.

### IV. OBLIGATIONS OF THE PRINCIPAL

**4.1** The principal undertakes to pay the commission agent in **usd** by international bank transfer the **acquisition cost** described in Appendix no. 1 and a commission of **30% of the acquisition cost**, for the services performed, in accordance with the contractual clauses, in advance for the goods described in Annex no. 1 by the principal.

## **V. OTHER CLAUSES**

**5.1** The right of ownership, all the documents required by the principal and the risks are transferred directly from third parties to the principal, after the delivery of the goods by the commissioner under the conditions and methods provided for in point IV.

**5.2** The client has the right to inspect, test the quality of the goods described in Appendix no. 1 at the time of delivery and to reject them if they are not in accordance with the contractual clauses.

**5.3** This contract is completed with the legal provisions in terms of mandate and commission and can be modified by agreement of the parties.

**5.4** Any change is made with the agreement of the parties through an additional act.

This contract terminates in the following cases: revocation of power of attorney, renunciation of power of attorney, death, dissolution, prohibition, insolvency or bankruptcy of the principal or commissioner, as well as by agreement of the parties.

Concluded today, ..... in two copies, one for each party.

PRINCIPAL,

COMMISSIONER,

## Appendix no. 1 Description of goods

| <b>A. Price of goods</b>    |  |                 |             |                                |                              |                  |
|-----------------------------|--|-----------------|-------------|--------------------------------|------------------------------|------------------|
| <b>No. crt.</b>             | <b>Product name</b>  | <b>Quantity</b> | <b>U.M.</b> | <b>Price without VAT (RON)</b> | <b>Price incl. VAT (RON)</b> | <b>VAT Value</b> |
| 1.                          | <b>Red Bell peppers tray net weight 5kg</b><br>- Category: Extra;<br>- Minimum pepper weight: 180g;<br>- CEE/UN standard: FFV-28:2001;<br>- FSC certified cardboard tray;<br>- <b>Unloading address:</b> 1414 FIFTH Avenue, building 14, New York, USA | 33              | pallets     |                                |                              |                  |
| <b>Total price of goods</b> |  |                 |             |                                |                              |                  |

( Note | replace the product with BLUE SEA EXPORT IMPORT S.R.L. products and prices from catalogs )

| <b>B. Expenses</b>    |   |                                |                              |                    |
|-----------------------|---|--------------------------------|------------------------------|--------------------|
| <b>No. crt.</b>       | <b>Expense name</b>   | <b>Price without VAT (RON)</b> | <b>Price incl. TVA (RON)</b> | <b>Valoare TVA</b> |
| 1.                    | Packaging and labeling  |                                |                              |                    |
| 2.                    | Phytosanitary certificate   |                                |                              |                    |
| 3.                    | Laboratory analysis of pesticide content performed by accredited laboratory   |                                |                              |                    |
| 4.                    | Certificate of origin   |                                |                              |                    |
| 5.                    | Authorized customs broker services at customs offices   |                                |                              |                    |
| 6.                    | Logistics ( loading, unloading, handling, storage operations performed only by legal entities authorized for this purpose ) |                                |                              |                    |
| 7.                    | National transport  |                                |                              |                    |
| 8.                    | International transport   |                                |                              |                    |
| 9.                    | Customs duties, VAT, Insurance, Bank commissions  |                                |                              |                    |
| 10.                   | Travel expense ( plane, bus, taxi tickets, food, water )  |                                |                              |                    |
| 11.                   | Any other unforeseen expenses   |                                |                              |                    |
| <b>Total expenses</b> |   |                                |                              |                    |

( Note | replace the demo expenses with accepted suppliers including their prices from expenses lists )

|  |  |  |  |
|--|--|--|--|
| <b>C. Acquisition cost ( Total price of goods + Total expenses )</b> |  |  |  |
| <b>D. BLUE SEA EXPORT IMPORT S.R.L. commission</b>                   |  |  |  |
| <b>TOTAL</b>   |  |  |  |

PRINCIPAL,

COMMISSIONER,