

# MODEL ISTISNA AGREEMENT

## THIS ISTISNA AGREEMENT

(the "Agreement") is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ by and

## BETWEEN

\_\_\_\_\_, (hereinafter referred to as the "**Manufacturer/Supplier**" which expression shall where the context so permits mean and include its successors in interest and permitted assigns) of the one part

## AND

\_\_\_\_\_, (hereinafter referred to as the "**Institution**" which expression shall where the context so permits mean and include its successors in interest and assigns) of the other part

**IT IS AGREED BY THE PARTIES** as follows:

### 1. PURPOSE AND DEFINITIONS

**1.01** This Agreement sets out the terms and conditions upon and subject to which the Institution has agreed to have the Specified Goods manufactured from the Manufacturer/Supplier subject to the following terms and conditions:

**1.02** In this Agreement, unless the context otherwise requires:

**"Business Day"** means a day on which Institutions are open for normal business in Pakistan;

**"Contract Price"** means Rs. \_\_\_\_\_, being the sum payable by the Institution to the Manufacturer/Supplier as price of the Goods to be manufactured by the Manufacturer/Supplier;

**"Event of Default"** means any of the events or circumstances described in Clause 09 hereto;

**"Goods"** means the Goods described in the clause 2.01 and the Appendix "A";

**"Goods Receiving Note"** means confirmation of receipt of Goods as set out in the Appendix "B";

**"Indebtedness"** means any obligation of the Supplier for delivery of the Goods or for payment of any sum of money due or, payable under this Agreement;

**"License"** means any license, permission, authorization, registration, consent or approval granted to the Manufacturer/Supplier for the purpose of or relating to the conduct of its business;

**"Lien"** shall mean any mortgage, charge, pledge, hypothecation, security interest, lien, right of set-off, contractual restriction (such as negative covenants) and any other encumbrance;

**"Parties"** mean parties to this Agreement;

**"Principal Documents"** means this Agreement and the Security Documents;

**"Promissory Note"** is defined in Clause 3.01(b);

**"Prudential Regulations"** means Prudential Regulations or other regulations as are notified from time to time by SBP;

**"Security Documents"** and **"Security"** is defined in Clause 3.01;

**"Secured Assets"** means the following assets of the Manufacturer/Supplier; [insert description of assets in respect of which charge/mortgage may be created];

**"Rupees"** or "Rs." means the lawful currency of Pakistan;

**"SBP"** means the State Bank of Pakistan;

**"Title"** means such title or other interest in the Goods as the Institution receives from the Manufacturer/Supplier;

**"Taxes"** includes all present and future taxes (including central excise duty and sales tax), levies, imposts, duties, stamp duties, penalties, fees or charges of whatever nature together with delayed payment charges thereon and penalties in respect thereof and "Taxation" shall be construed accordingly;

**"Written Offer"** means the Offer made by the Manufacturer/Supplier to the Institution as per Appendix "A".

**1.03** Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement. In this Agreement, unless the context otherwise requires, references to Clauses and Appendices are to be construed as references to the clauses of, and Appendices to, this Agreement and references to this Agreement include its

appendices; words importing the plural shall include the singular and vice versa and reference to a person shall be construed as including references to an individual, firm, institution, corporation, unincorporated body of persons or any state or any agency thereof.

**1.04** The Appendices to this Agreement shall form an integral part of this Agreement.

**2. MANUFACTURE OF GOODS**

**2.01** The Manufacturer/Supplier hereby agrees to manufacture or cause to manufacture the Goods described below on Istisna for the Institution to be delivered as per schedule set out in clause 2.04:

[Insert description of the Goods with specifications, quantity quality and respective contract price]

**2.02** The Contract Price shall subject to the provisions of clause 5 hereof, be paid by the Institution as per the following schedule:

Within ____ days of signing this Agreement	Rs. [insert amount]
On [insert date]	-----
On [insert date]	-----
On [insert date]	-----
On delivery	-----
TOTAL	

**2.03** The Manufacturer/Supplier agrees that the Contract Price is fixed at the amount stated in clause 2.02 and shall not be revised except by mutual consent, in writing, of the parties hereto due to any reason whatsoever including the Force Majeure events, if any;

**2.04** The delivery of the Goods shall be according to the following schedule:

Description of Goods	Date:	Quantity
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**2.05** The Goods shall remain at the risk of the Manufacturer/Supplier until they are delivered to the point of delivery and have been inspected and accepted by the Institution, immediately after which, all risks in respect of the Goods shall be passed on to the Institution:

**3. SECURITY**

**3.01** As security for the performance of this Agreement by the Manufacturer/Supplier under this Agreement, the Manufacturer/Supplier shall:

(a) Furnish to the Institution a collateral (s), substantially in the form and substance attached hereto as \_\_\_\_\_, (the "\_\_\_\_\_");

(b) Execute such further deeds and documents as may from time to time be required by the Institution for the purpose of more fully securing and or perfecting the security created in favour of

the Institution; and

(c) Create such other securities to secure the Manufacturer's/Supplier's obligations under the Principal Documents as the parties, hereto, may by mutual consent agree from time to time.

**(The above are hereinafter collectively referred to as the "Security").**

**3.02** In addition to above, the Manufacturer/Supplier shall execute a demand promissory note in favour of the Institution for the amount of the Contract Price (the "Promissory Note");

(The Security and the Promissory Note are hereinafter collectively referred to as the "**Security Documents**")

#### **4. FEES AND EXPENSES**

It is understood each party shall bear the fees and expenses incurred from its own account:

(i) in connection with the negotiation, preparation and execution of the Principal Documents and of amendment or extension of or the granting of any waiver or consent under the Principal Documents and

(ii) in contemplation of or otherwise in connection with, the enforcement of, or preservation of any rights under the Principal Documents

#### **5. PAYMENT OF CONTRACT PRICE**

Payments to be made to the Manufacturer/Supplier under this Agreement shall be made after adjustment of such withholding that the Institution is required to deduct under various laws in force. The Institution shall promptly deliver to the Manufacturer/Supplier any receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any deduction or withholding as aforesaid;

#### **6. REPRESENTATIONS AND WARRANTIES**

a) The financial statements together with the notes to the accounts and all contingent liabilities and assets that are disclosed therein represent a true and fair financial position of the business and to the best of the knowledge of the Manufacturer/Supplier, its directors and principal officers and there are no material omissions and or mis-representations;

b) All requisite corporate and regulatory approvals required to be obtained by the Manufacturer/Supplier in order to enter into the Principal Documents are in full force and effect

c) No material litigation, arbitration or administrative proceedings is pending or threatened against the Manufacturer/Supplier or any of its assets;

d) It shall inform the Institution within ----- Business Days of an event or happening which may have an adverse effect on the financial position of the Manufacturer/Supplier, whether such an event

is recorded in the financial statements or not as per applicable International Accounting Standards[, as applicable in Pakistan].

## **7. UNDERTAKING**

**7.01** The Manufacturer/Supplier covenants to and undertakes with the Institution that so long as it remains obliged under this Agreement:

**a.** It shall inform the Institution of any Event of Default or any event, which with the giving of notice or lapse of time or both would constitute an Event of Default forthwith upon becoming aware thereof;

**b.** The Manufacturer/Supplier shall do all such things and execute all such documents which in the judgment of the Institution may be necessary to; (i) enable the Institution to assign or otherwise transfer the liability of the Manufacturer/Supplier in respect of the Contract Price to any creditor of the Institution or to any third party as the Institution may deem fit at its entire discretion; (ii) create and perfect the Security; (iii) maintain the Security in full force and effect at all times including the priority thereof; (iv) maintain, insure and pay all Taxes assessed in respect of the Secured Assets and protect and enforce its rights and title, and the rights of the Institution in respect of the Secured Assets, and; (v) preserve and protect the Secured Assets. The Manufacturer/Supplier shall at its own expense cause to be delivered to the Institution such other documentation and legal opinion(s) as the Institution may reasonably require from time to time in respect of the foregoing;

**c.** It will satisfactorily insure all its insurable assets with reputable companies offering protection under the Islamic concept of Takaful. Until the Islamic insurance concept of Takaful is not available the Secured Assets shall be comprehensively insured (with a reputable insurance company to the satisfaction of the Institution) against all insurable risks, which may include fire, arson, theft, accidents, collision, body and engine damage, vandalism, riots and acts of terrorism, and to assign all policies of insurance in favour of the Institution to the extent of the amount from time to time due under this Agreement, and to cause the notice of the interest of the Institution to be noted on the policies of insurance, and to punctually pay the premium due for such insurance's and to contemporaneously therewith deliver the premium receipts to the Institution. Should the Manufacturer/Supplier fail to insure or keep insured the Secured Assets and/or to deliver such policies and premium receipts to the Institution, then it shall be lawful for the Institution but not obligatory to pay such premia and to keep the Secured Assets so insured and all cost charges and expenses incurred by it for the purpose shall be charged to the Manufacturer/Supplier and shall be paid by the Manufacturer/Supplier to the Institutions within five (5) days of a demand being made by the Institution. The Manufacturer/Supplier expressly agrees that the Institution shall be entitled to adjust, settle or compromise any dispute with the insurance company(ies) and the insurance arising under or in connection with the policies of insurance and such adjustments/compromises or settlements shall be binding on the Manufacturer/Supplier and the Institution shall be entitled to appropriate and adjust the amount, if any received, under the aforesaid policy or policies towards part or full satisfaction of the Manufacturer/Supplier's indebtedness arising out of the above arrangements and the Manufacturer/Supplier shall not raise any question or objection that larger

sums might or should have been received under the aforesaid policy nor the Manufacturer/Supplier shall dispute its liability(ies) for the balance remaining due after such payment/adjustment;

**d.** Except as required in the normal operation of its business, the Manufacturer/Supplier shall not, without the written consent of the Institution, sell, transfer, lease or otherwise dispose of all or a sizeable part of its assets, or undertake or permit any merger, consolidation, dismantling or re organization which would materially affect the Manufacturer/Supplier's ability to perform its obligations under any of the Principal Documents;

**e.** The Manufacturer/Supplier shall not (and shall not agree to), except with the written consent of the Institution, create, incur, assume or suffer to exist any Lien whatsoever upon or with respect to the Secured Assets and any other assets and properties owned by the Manufacturer/Supplier which may rank superior, pari passu or inferior to the security created or to be created in favour of the Institution pursuant to the Principal Documents;

**f.** It shall forthwith inform the Institution of:

**i)** Any event or factor, any litigation or proceedings pending or threatened against the Manufacturer/Supplier which could materially and adversely affect or be likely to materially and adversely affect: (A) the financial condition of the Manufacturer/Supplier; (B) business or operations of the Manufacturer/Supplier; and (C) the Manufacturer/Supplier's ability to meet its obligations when due under any of the Principal Documents, (D) expiry or cancellation of a material patent, copy right or license, (E) cancellation or termination of a material trade agreement;

**ii)** Any change in the directors or management of the Manufacturer/Supplier;

**iii)** Any actual or proposed termination, rescission, discharge (otherwise than by performance), amendment or waiver or indulgence under any material provision of any of the Principal Documents;

**iv)** Any material notice or correspondence received or initiated by the Manufacturer/Supplier relating to the License, consent or authorization necessary for the performance by the Manufacturer/Supplier of its obligations under any of the Principal Documents

## **8. CONDITIONS PRECEDENT**

**8.01** The obligation of the Institution to purchase the Goods under this Istisna Contract shall be subject to the receipt by the Institution (in form and substance acceptable to the Institution), at least \_\_\_ Business Days prior to the first date on which the payment is to be made in accordance with clause 2.02 above, of:

**(a)** Documentary evidence that::

**(i)** This Agreement has been executed and delivered by the Manufacturer/Supplier;

**(ii)** The Manufacturer/Supplier's representatives are duly empowered to sign the Principal

Documents for and on behalf of the Manufacturer/Supplier and to enter into the covenants and undertakings set out herein or which arise as a consequence of the Manufacturer/Supplier entering into the Principal Documents;

(iii) The Manufacturer/Supplier has taken all necessary steps and executed all documents required under or pursuant to the Principal Documents or any documents creating or evidencing the Security in favor of the Institution and has perfected the Security as required by the Institution

(b) Certified copy(ies) of the Memorandum and Articles of Association of the Manufacturer/Supplier.

(c) Certified copies of the Manufacturer/Supplier's audited financial statements for the last \_\_\_\_ years

(d) The Written Offer and Cost Estimate;

**8.02** The obligation of the Institution to purchase the Goods shall be further subject to the fulfillment of the following conditions:

(a) The purchase of the Goods under this Istisna Agreement shall not result in any breach of any law or existing Agreement;

(b) The Security has been validly created, perfected and is subsisting in terms of this Agreement;

(c) The Institution has received such other documents as it may reasonably request in respect of sale of Goods and their necessity for the conduct of the Manufacturer/Suppliers' business;

(d) No event or circumstance which constitutes or which with the giving of notice or lapse of time or both would constitute an Event of Default shall have occurred and be continuing or is likely to occur and that the payment of the Contract Price shall not result in the occurrence of any Event of Default;

(e) Delivery by the Manufacturer/Supplier to the Institution of a true and complete extract of all relevant parts of the minutes of a duly convened meeting of its Board of Directors approving the Principal Documents and granting the necessary authorizations for entering into, execution and delivery of the Principal Documents which shall be duly signed and certified by the person authorized by the Board of Directors'; and

(f) All fees, commission, expenses required to be paid by the Manufacturer/Supplier have been received by the Institution.

**8.03** Any condition precedent set forth in this Clause 8 may be waived and or modified by the mutual written consent of the parties hereto.

## **9. EVENTS OF DEFAULT AND TERMINATION**

**9.01** There shall be an Event of Default if in the opinion of the Institution:

- a) The Manufacturer/Supplier fails to deliver the Goods as per delivery schedule agreed under this Agreement;
- b) Any representation or warranty made or deemed to be made or repeated by the Manufacturer/Supplier in or pursuant to the Principal Documents or in any document delivered under this Agreement is found to be incorrect;
- c) Any Indebtedness of the Manufacturer/Supplier in excess of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) is not paid when due or becomes due or capable of being declared due;
- d) Any authority of or registration with governmental or public bodies or courts required by the Manufacturer/Supplier in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of the Principal Documents are modified in a manner unacceptable to the Institution or is not granted or is revoked or otherwise ceases to be in full force and effect;
- e) The total interruption or cessation of the business activities of the Manufacturer/Supplier;
- f) Any costs, charges and expenses under the Principal Documents shall remain unpaid for a period of \_\_\_\_\_ days after notice of demand in that behalf has been received by the Manufacturer/Supplier from the Institution;

**9.02** Notwithstanding anything contained herein, the Institution may without prejudice to any of its other rights, at any time after the happening of an Event of Default by notice to the Manufacturer/Supplier declare that:

- a) The obligation of the Institution to take delivery of the Goods from the Manufacturer/Supplier and pay the Contract Price to the Manufacturer/Supplier shall be terminated, forthwith; and/or
- b) The entire amount of the Contract Price or such part thereof against which the Goods have not been delivered to the Institution by the Manufacturer/Supplier along with all other costs, charges, expenses and damages etc. and any other amounts paid to the Manufacturer/Supplier under this Agreement shall forthwith become due and refundable.

## **10. PENALTY**

**10.01** Where the Manufacturer/Supplier fails to deliver the Goods required to be delivered to the Institution under the Principal Documents and are not delivered by the Delivery Date, the Contract Price will be reduced by Rs.\_\_\_\_\_ per day unless an extension is mutually agreed.

**10.02** When any amount is required to be paid by the Manufacturer/Supplier and is not paid by the specified date, the Manufacturer/Supplier hereby undertakes to pay directly to the Charity Fund, constituted by the Institution, a sum calculated @ -----% per annum of the total amount payable for

the entire period of default. Payment by the Manufacturer/Supplier to the Charity Fund shall be used at the absolute discretion of the Institution, exclusively for the purposes of approved charity.

**10.03 In case**

(i) any amount(s) due under clause 10.02 above, including the amount undertaken to be paid directly to the Charity Fund, by the Manufacturer/Supplier is/ are not paid by him within the specified period, or

(ii) the Manufacturer/Supplier delays the payment of any amount due under the Principal Documents and/or the payment of amount to the Charity Fund as envisaged under Clause 10.02 above, as a result of which any direct or indirect costs are incurred by the Institution, the Institution shall have the right to approach a competent Court

(i) for recovery of any amounts remaining unpaid as well as

(ii) imposing of a penalty on the Manufacturer/Supplier and awarding of solatium to the Institution. In this regard the Manufacturer/Supplier is aware and acknowledges that notwithstanding the amount paid by the Manufacturer/Supplier to the Charity Fund of the Institution, the Court has the power to impose penalty, at its discretion, and from the amount of such penalty, a smaller or bigger part, depending upon the circumstances, can be awarded as solatium to the Institution, determined on the basis of direct and indirect costs incurred by the Institution, other than the opportunity cost.

**11. INDEMNITIES**

The Manufacturer/Supplier acknowledges that in case of any breach of this Agreement the Institution may suffer losses. The Manufacturer/Supplier shall, therefore, indemnify the Institution against any expense which the Institution shall prove as rightly sustained or incurred by it as a consequence of

(i) any default in payment by the Manufacturer/Supplier of any sum under the Principal Documents when due,

**(ii) the occurrence of any Event of Default, and**

**(iii) arising out of an misrepresentation**

**12. INCREASED COSTS**

If any law or regulation or any order of any court, tribunal or authority has the effect of subjecting the Institution to Taxes or changes the basis or rate of Taxation with respect to any payment under this Agreement (other than Taxes or Taxation on the overall income of the Institution), the same shall be borne by the Manufacturer/Supplier. No additional amount will be demanded or become payable by Institution;

### **13. SET-OFF**

The Manufacturer/Supplier authorizes the Institution to apply any credit balance to which the Manufacturer/Supplier is entitled or any amount which is payable by the Institution to the Manufacturer/Supplier at any time in or towards partial or total satisfaction of any sum which may be due from or payable by the Manufacturer/Supplier to the Institution under this Agreement including the Contract Price in the event of the Manufacturer/Supplier failing to meet the delivery schedule as given in clause 2.04 above or the Contract Price has become due and/or payable to the Institution under this Agreement.

### **14. ASSIGNMENT**

**14.01** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Institution, the Manufacturer/Supplier and respective successors permitted assigns and transferees of the parties hereto, provided that the Manufacturer/Supplier shall not assign or transfer any of its rights or obligations under this Agreement without the written consent of the Institution. The Institution may assign all or any part of its rights or transfer all or any part of its obligations and/or commitments under this Agreement to any Institution, financial institution or other person. The Manufacturer/Supplier shall not be liable for the costs of the assignment and/or transfer of commitments hereunder by the Institution. If the Institution assigns all or any part of its rights or transfers all or any part of its obligations and commitments as provided in this Clause, all relevant references in this Agreement to the Institution shall thereafter be construed as a reference to the Institution and/or its assignee(s) or transferee(s) (as the case may be) to the extent of their respective interests.

**14.02** The Institution may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Institution in relation to this Agreement such information about the Manufacturer/Supplier as the Institution shall consider appropriate.

### **15. FORCE MAJEURE**

Any delays in or failure by a Party hereto in the performance hereunder if and to the extent it is caused by the occurrences or circumstances beyond such Party's reasonable control, including but not limited to, acts of God, fire, strikes or other labor disturbances, riots, civil commotion, war (declared or not) sabotage, any other causes, similar to those herein specified which cannot be controlled by such Party. The Party affected by such events shall promptly inform the other Party of the occurrence of such events and shall furnish proof of details of the occurrence and reasons for its non-performance of whole or part of this Agreement. The parties shall consult each other to decide whether to terminate this Agreement or to discharge part of the obligations of the affected Party or extend its obligations on a best effort and on an arm's length basis.

**16. GENERAL**

**16.01** No failure or delay on the part of the Institution to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof nor shall a partial exercise by the Institution of any power right or remedy preclude any other or further exercise thereof or the exercise of any other power right or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law;

**16.02** This Agreement represents the entire Agreement and understanding between the Parties in relation to the subject matter and no amendment or modification to this Agreement will be effective or binding unless it is in writing, signed by both Parties and refers to this Agreement;

**16.03** This Agreement is governed by and shall be construed in accordance with the Pakistani law. All competent courts at \_\_\_\_\_ shall have the non-exclusive jurisdiction to hear and determine any action, claim or proceedings arising out of or in connection with this Agreement.

**16.04** Nothing contained herein shall prejudice or otherwise affect the rights and remedies that may otherwise be available under law to the parties.

**16.05** Any reconstruction, division, reorganization or change in the constitution of the Institution or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights hereunder.

**16.06** The two parties agree that any notice or communication required or permitted by this Agreement shall be deemed to have been given to the other party seven days after the same has been posted by registered mail or the next Business Day if given by a facsimile message to telex or by any other electronic means, or the next Business Day as counted from the date of delivery if delivered by courier mail;

**IN WITNESS WHEREOF**, the Parties to this Agreement have caused this Agreement to be duly executed on the date and year first aforementioned.

	<b>WITNESSES:</b>	For and on behalf of [insert name of the Institution]
1	_____	_____
2	_____	_____
		For and on behalf of
1	_____	_____
2	_____	_____

**APPENDIX- A**

**WRITTEN OFFER**

Date: \_\_\_\_\_

To

\_\_\_\_\_  
[Insert name and address of the Institution]

Dear Sirs,

**Written offer for manufacture of Goods [insert description]**

Reference our recent meeting, we are pleased to confirm our willingness to manufacture the Goods subject to the following terms and conditions:

**(a)** Description of the Goods:

-----  
-----  
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-----\* (attach details if required)

**(b)** Terms of delivery:

**(c)** Terms of Payment:

**(d)** Validity of the Offer:

**(e)** Place of delivery:

**2.** We certify that:

**a)** There have not been any circumstances (i) that would materially and adversely affect the carrying on of the Manufacturer/Supplier's business and operations or the Manufacturer/Supplier's prospects or financial position, or (ii) which has made the fulfillment of the Manufacturer/Supplier's obligations;

**(b)** The delivery of the Goods by us to you shall not result in a breach of its organizational documents, any provision of any document to which the Manufacturer/Supplier is a party or by which the Manufacturer/Supplier is bound, or any applicable law, rule or regulation whether directly or indirectly.

Yours faithfully,

For and on Behalf of the Manufacturer/Supplier

\_\_\_\_\_

**APPENDIX- B**

**GOODS RECEIVING NOTE**

Date\_\_\_\_\_

To

\_\_\_\_\_  
[Insert name and address of the Manufacturer/Supplier]

Dear Sirs,

**Istisna Agreement dated [ ] – Goods Receiving Note**

Reference to the above, we are pleased to inform you that we have received the Goods contracted to be delivered by you as per the following details:

- a) Date of Receipt:
- b) Time:
- c) Address:
- d) Description of Goods received:
- e) Additional remarks:

i. Subject to 1(e), we hereby confirm that there are no claims or liabilities against you.

Yours faithfully,

For and on Behalf of (Institution)  
\_\_\_\_\_

**AGREEMENT TO SELL**

**THIS AGREEMENT TO SELL**

(the "Agreement") is made at\_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ by and

**BETWEEN**

\_\_\_\_\_, (hereinafter referred to as the "**Institution**" which expression shall where the context so permits mean and include its successors in interest and assigns) of the one part.

AND

\_\_\_\_\_ (hereinafter referred to as the "**Customer**") which expression shall where the context so permits mean and include its successors in interest and assigns) of the other part.

Whereas:

1. The Institution is acquiring the goods described in the Appendix 1 (“**Goods**”) from the Manufacturer/ Supplier namely \_\_\_\_\_ (“**Manufacturer/ Supplier**”); and

2. The Customer has requested vide written request dated ..... to purchase the Goods from the Institution on the terms and condition contained hereinafter..

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

1. That the Institution agrees to sell and the Customer agrees to purchase the Goods from the Institution at the price of Rs. \_\_\_\_\_.

2. That the Customer shall pay the price of the Goods in advance to the Institution upon receipt of a notice from the Institution confirming that the Goods are ready for delivery to the Customer.

3. The Customer shall satisfy itself as to the quality and quantity of the Goods at the time of delivery and shall issue a Delivery Receipt in the form of Appendix 2 hereto.

4. Upon payment of the price, all rights and claims of the Institution against the Manufacturer/ Supplier on account of warranties pertaining to the Goods shall stand assigned to the Customer. In case of any defect in the Goods, the Customer shall only have a claim against the Manufacturer/ Supplier to the complete exclusion of the Institution.

**IN WITNESS WHEREOF**, the Parties to this Agreement have caused this Agreement to be duly executed on the date and year first aforementioned.

	<b>WITNESSES:</b>	For and on behalf of [insert name of the Institution]
1	_____	_____
2	_____	_____
		For and on behalf of
1	_____	_____
2	_____	_____