



**Poseidon Auto Group - New York**  
Auto auctions specialists.  
Wholesale Auto dealer and Overseas Shipper

Tel.: 718 621-9752  
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[www.poseidonauto.com](http://www.poseidonauto.com)

## Contract for Vehicle Purchase

"*Poseidon Enterprise*" (USA, New York), hereafter called "Seller", and \_\_\_\_\_, hereafter called "Buyer", have concluded the present Contract on the following:

### 1. Object of the Contract

1.1 Seller undertakes to purchase completely operational automotive vehicle in accordance to Detailed Documented Request (hereafter called "Request") submitted by Buyer (see "Appendix N1") and deliver the vehicle to Buyer, and Buyer undertakes to effect payment and receive the vehicle at destination sea port or other location specified.

### 2. Prices and Total Value of Contract

2.1 Both Parties agreed that cost of delivery on CIF basis to port of Helsinki, Finland is \$ \_\_\_\_\_ ( \_\_\_\_\_ ) US dollars.

### 3. Procedure and Terms of Delivery

3.1. Seller shall deliver the vehicle to Buyer within 36 days from the date final payment or/and complete payment for the vehicle was made in full.

3.2. Conditions of cargo delivery are standard CIF conditions to port of Helsinki, Finland.

3.3. Type of vehicle storage and delivery aboard sea vessel is special container.

3.4. Upon loading the vehicle aboard a ship, and within two days after obtaining appropriate documents to the effect, Seller shall mail by express mail to Buyer all documents required for receiving cargo in Helsinki sea port.

### 4. Payment Procedure

4.1. Buyer is to pay in advance the full sum of amount specified in *article 2* of the present contract - by bank transfer to the Seller's bank account.

## **5. Quality**

5.1.

Vehicle is guaranteed to comply to US standard technical requirements applied to appropriate motor vehicle class. Automobile is to be fully operational and it should not have any body or frame damage. Vehicle should correspond to exact model and all specifications explicitly listed and stipulated in written Request appended to the contract. It should conform to all additional Buyer's requirements accepted prior to purchase and shipment, and it should check with photographs sent by Seller to Buyer via e-mail.

## **6. Responsibilities of Parties**

6.1. In case of non-execution or improper execution of the Parties of their obligations under the contract the Parties shall be responsible in accordance with the up-to-date applicable International Laws.

6.2. All disputes and differences which may arise out of present Contract or in connection with the same are to be settled by the Parties in an amicable way to the maximum possible extent. Should the Parties fail to reach an agreement a case shall be submitted, without recourse to courts of law, to the Arbitration Court in Stockholm, Sweden.

## **7. Force Majeure**

7.1. The Parties are relieved of responsibility for partial or complete non fulfillment of their obligations under the present contract due to force-majeure circumstances: fire, floods, earthquake, war, military actions of any kind, blockade, embargo on exports or imports, and other events and sanctions of Governments, which neither of the Parties could foresee or prevent by any reasonable means, and when such circumstances affected directly the fulfillment of the present Contract after it was concluded.

7.2. The party who failed to fulfil its obligations under this agreement, shall inform immediately the other party of the occurrence of the above mentioned force majeure circumstances and provide respective documents confirming such circumstances.

## **8. Validity**

8.1. This Contract comes into force from the moment of signing it by the both Parties and valid till \_\_\_\_\_, while financial part of the present contract is valid till complete fulfillment of the obligations by the Parties.

## **9. Other Conditions**

9.1. All changes, additions or amendments to this contract are to be made in written form and should be signed by both Parties.

9.2. Request for Purchase of automotive approved and stipulated by both Parties is mandatory and integral part of the present Contract.

**10. Legal Addresses of the Parties**

**Seller:**

*Poseidon Enterprise*  
*SA Master Style Inc.*,  
Account number: 8720520  
CITIBANK, N.A.  
2173 86th Street  
Brooklyn, NY 11214  
ABA: 021000089  
SWIFT: CITIUS33

**Buyer:**

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*Seller*

*Buyer*

*Poseidon Enterprise*

## Request for Purchase of Automotive Vehicle

\_\_\_\_\_ (hereafter referred to as "Buyer") hereby instruct "Poseidon Enterprise" company (USA, New York), (hereafter referred to as "Seller") to purchase an automotive vehicle conforming to the following requirements/specifications:

Car Brand: \_\_\_\_\_  
Car Model: \_\_\_\_\_  
Body Type: \_\_\_\_\_  
Color: \_\_\_\_\_  
Year of Release: \_\_\_\_\_  
Engine Type: \_\_\_\_\_  
Engine Volume (cm3): \_\_\_\_\_  
Transmission Type: \_\_\_\_\_  
Mileage, ml/km (specify): \_\_\_\_\_  
Price, USD: \_\_\_\_\_  
Standard Items & Accessoires: \_\_\_\_\_  
Additional Requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requirements to vehicle condition: \_\_\_\_\_  
\_\_\_\_\_

Delivery type: in special container, by sea \_\_\_\_\_  
Ship before: \_\_\_\_\_  
Destination port: Helsinki, Finland \_\_\_\_\_  
Payment: full payment in advance by bank transfer \_\_\_\_\_

Date \_\_\_\_\_

Agreed and Signed:

**Seller**

**Buyer**

\_\_\_\_\_  
*Poseidon Enterprise*

Print and fill out the contract.  
Send it via Fax to +(718) 331-2628 or via e-mail {bank@poseidonauto.com} for approval.