

Seller and Exporter Agreement

Manufacturers, exporters, distributors and approved sellers | English | v1.0 | 28 October 2026

DRAFT FOR LEGAL REVIEW. Not adopted, executed or accepted by publication. Complete the parties, schedules and required local review before use.

Draft status and completion gate

DRAFT FOR LEGAL REVIEW - ENGLISH - VERSION 1.0 - 28 OCTOBER 2026. This publication is a proposed template, not an agreement already in force. Downloading, visiting a page or signing into the pilot does not accept this template. Do not sign until every bracketed field and applicable schedule has been completed, the contracting entities and authority checked, and counsel has reviewed the relevant countries and activities. No signature is applied by COTO or by this document.

COTO is a brand. The contracting operator must be entered as [full registered entity, jurisdiction, registration number, registered office and notice address]. Do not assume that COTO Rugs, Inc. has been incorporated or that its parent automatically guarantees its obligations. Use AMNAYA Corporation only after its role and authority as contracting operator are confirmed. Operational contact proposed for this pack: business@amnayacorp.com; a legal-notices address and monitored grievance channel must be designated before activation.

Incorporation, priority and current service boundary

For platform-facing agreements, the separately executed Platform Participation Agreement (01) supplies the common contractual provisions. The agreement schedule must identify its exact version and attach the agreed copy; a changing website link is insufficient. A transaction-specific signed schedule prevails on price, goods, delivery and negotiated variations; an applicable mandatory law prevails over all documents. Document 05 is a seller-buyer contract: COTO is not a party merely because it stores the record. Documents 08 and 10 are standalone on confidentiality and data processing. Notices and codes become contractual only when expressly incorporated into an executed agreement, and mandatory rights remain unaffected.

The current invited pilot stores business profiles, lots, approvals, invoice/receipt records and balances. It does not collect or hold funds, offer escrow or credit, perform sanctions/KYC automation, guarantee product or labour claims, certify signatures, or transfer legal title through a token. Public blockchain anchoring, crypto checkout, bidding and AI assistance are not active. An operator-attested receipt is not a bank confirmation. No clause activates an unavailable or unlicensed service. A future service requires an expressly agreed, versioned addendum and operational/legal readiness.

1. Appointment and truthful listings

The named seller may submit carpet lots and negotiate sales using enabled services after business review. It acts as principal for its own goods unless a disclosed agency authorization is attached. It identifies the actual manufacturer, production country/location and authorized producer-group reference; states whether goods are hand-knotted, hand-tufted, handwoven or machine-made; and maintains evidence for material claims. Stock imagery must be identified and must not be represented as the actual lot. No allegation of universal verification, exclusivity or guaranteed ethical origin may be made without substantiation.

2. Product and volume schedule

Each lot records the design/sample revision, dimensions and tolerances, materials and composition, construction, colour variation, pile height/weight where relevant, quantity and unit, pack count, condition, restricted materials, testing, labels and evidence references. The seller states the quantity available, minimum order, capacity per month, lead time, dispatch location and validity of quotation. It promptly corrects stock information and does not deliberately double-sell reserved volume. Lot availability alone is not a binding sale; the accepted transaction version controls.

3. Production, people and subcontracting

The seller complies with applicable wage, hours, safety, child-protection and freedom-of-employment rules, incorporates Code 12 into approved subcontracting, discloses production tiers and prohibits forced labour, recruitment debt and retention of identity documents. Lawful adult homeworking and cooperative arrangements must have clear remuneration, safe conditions and accessible complaints. It shall not shift platform charges to workers through unlawful deductions. Material subcontractor/location changes require buyer notice and any agreed consent. Remediation prioritizes affected people; stopping a listing must not trigger retaliation or abandonment of workers.

4. Sales and export duties

For each sale, the seller and buyer complete Agreement 05. The seller warrants authority to sell, conformity with agreed specifications, lawful design rights and accurate documents, subject to expressly described exceptions. Export registrations, classification, origin, valuation, licences, packing, phytosanitary or restricted-material documentation and sanctions compliance are allocated expressly. An Incoterm with edition and precise place allocates relevant delivery risks/costs; title and payment require separate provisions. No change to goods, price, delivery or subcontracting is effective without the counterparty's express approval.

5. USD invoices and payment evidence

Quote and invoice in USD only. Use only the beneficiary account independently verified through a controlled off-platform process. The seller supplies milestone invoices tied to accepted orders, avoids duplicate invoicing and provides delivery/inspection evidence agreed in the sale. Platform balances are bookkeeping records. No crypto address or payment request is authorized by this agreement. Any future regulated payment route needs a separate provider agreement and approved country/payout arrangement; a token transfer does not prove receipt of USD in a bank.

6. Inspection, defects and corrective action

Give the appointed inspector reasonable access without exposing worker personal data unnecessarily. The sale specifies inspection methods, sampling, acceptance periods and latent-defect protection. A declaration or pre-shipment inspection does not excuse concealed defects or false descriptions. Notify material nonconformity, suspected forced labour or a serious safety issue promptly; identify affected lots, preserve evidence, propose replacement/repair/refund and cooperate in proportionate recall or remediation. Costs and remedies follow the signed sale and applicable law, not a unilateral platform determination.

7. Data, rights, charges and exit

The seller retains its designs and evidence rights subject to necessary agreed display permissions and Licence 09 where used. It obtains permission before sharing identifiable maker images or stories. Use business/group references rather than worker identity documents in listings. Fees are only those in signed Order 06; no compulsory exclusivity or automatic commission is created. Master Agreement 01 applies to the operator relationship with its completed version and variations. Ending access does not erase outstanding sale, wage, confidentiality or remediation duties. COTO does not guarantee a buyer's credit or payment.

Seller schedule

Seller entity, registrations and authorized representative: [complete]. Production countries, sites, tiers and permitted subcontractors: [complete]. Capacity, monthly volume and units, minimum lots, dispatch locations and lead times: [complete]. Evidence/inspection process, sourcing code version, complaint contact, insurance and licensing: [complete]. Signed master/services references, agreed fees and exceptions: [complete].

Execution schedule - intentionally unsigned

Complete the parties and all essential schedules first. Signing confirms only the completed identified version and incorporated attachments. No signature or acceptance has been applied.

PARTY A	PARTY B
Full legal name / registration [complete]	Full legal name / registration [complete]
Registered address / notices [complete]	Registered address / notices [complete]
Authorized signatory / title [complete]	Authorized signatory / title [complete]
Authority evidence / date [complete]	Authority evidence / date [complete]
Signature / execution date [complete]	Signature / execution date [complete]