

Buyer and Importer Agreement

Importers, retailers, distributors and institutional buyers | 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. Participation and purchasing authority

The named buyer participates as a business purchasing for resale or institutional use. It verifies the authority of its purchasing personnel and provides accurate business, destination and importer information. It independently assesses product suitability, counterparty risk, trade restrictions and required registrations. COTO approval is access permission, not credit insurance, customs clearance, a product guarantee or confirmation of seller declarations.

2. Enquiries and complete specifications

The buyer states destination country/city, intended use, quantities and units, expected monthly/annual volume, budget in USD, delivery windows, construction, composition, dimensions, tolerances, finish, colours, certifications, labels, tests and design rights. It distinguishes mandatory requirements from preferences. Quotations remain proposals until an agreed version is accepted. No automatic purchase arises from viewing a lot, downloading a profile or subscribing to information.

3. Transaction acceptance and changes

The buyer and seller complete Sale Agreement 05 and separately approve its identified version. They agree objective quality and inspection criteria, a named Incoterm/place/edition, title transfer, milestone documents, claims procedure and governing law/forum. The buyer reviews available evidence and queries omissions before approval. It does not unilaterally cancel accepted production, alter quantities or require new standards without a signed variation addressing price, time and work already performed. Any permitted cancellation and deposit treatment must be explicit.

4. Payment and importer duties

The buyer pays valid, undisputed amounts in USD on the agreed dates to the independently verified beneficiary. It identifies disputes promptly and pays the undisputed portion where lawful and contractually due. It does not treat a platform balance as escrow or a payment instruction. Banking details and changes are verified through a known contact using a separate trusted channel, never solely through an email or altered invoice. Charges, taxes, withholding certificates and permitted deductions follow Schedule 13 and the sale. The buyer/importer remains responsible for admissibility, reasonable care, classification, destination labels, duties, licences and lawful screening according to the agreed allocation; using COTO does not transfer statutory obligations.

5. Responsible purchasing

The buyer sets realistic lead times and prices, respects agreed payment milestones and avoids purchasing practices that encourage unpaid work or unsafe production. It may request proportionate supply-chain and labour evidence with consent and confidentiality controls. Concerns trigger investigation and a remediation plan rather than unsupported public allegations or retaliation. No claim that a carpet is exploitation-free, independently certified or fully traceable may be based solely on a platform listing or hash. Code 12 applies when incorporated, with mandatory protections unaffected.

6. Receipt, inspection and remedies

Record receipt, quantity and visible damage promptly, without treating physical receipt as automatic final acceptance. Use the sale's inspection period and maintain access to hidden-defect and fraud remedies required by law. Preserve samples, packing and photographs proportionately; avoid unnecessary disclosure of worker identities. Allow the seller a reasonable opportunity to investigate and provide an agreed cure. Rejection, return, freight responsibility, replacement, refund and dispute escalation are governed by the sale. COTO records communications and agreed outcomes; it does not adjudicate or hold disputed funds.

7. Data, intellectual property and end of access

Use supplier information only for legitimate agreed trade purposes. No unauthorized resale of private reports, design copying, scraping or disclosure of confidential prices. The buyer warrants authority for designs it supplies, and specifies any exclusivity licence separately. Master Agreement 01 and signed Services Order 06 govern the operator relationship. Access suspension does not extinguish accepted sale obligations or accrued payment duties. Neither subscription nor this agreement grants ownership in COTO or an investment return.

Buyer schedule

Buyer entity and authority; importer of record and registration: [complete]. Destination markets and expected monthly/annual volume with units: [complete]. Buying categories, inspection/testing and responsible-sourcing requirements: [complete]. Payment/counterparty checks, designated personnel and claims contact: [complete]. Master/services versions, agreed fees and variations: [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]