

International Carpet Sale Agreement

The named seller and buyer for each individual trade | 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. Seller-buyer contract and formation

Only the seller and buyer named in the transaction schedule are parties. COTO is a recordkeeping facilitator, not the seller, importer, guarantor or escrow provider, unless separately signed in an expressly identified role. The sale is formed only through the parties' agreed acceptance method with authority, intent and a fixed complete version. A platform approval is evidence of an authenticated action; its legal effect depends on the agreed terms and applicable law. Attach incorporated specifications and documents so later website changes cannot alter the sale.

2. Goods, quantity and conformity

Seller supplies the identified carpets free of undisclosed encumbrances and with lawful rights to supply the designs. Schedule exact lot/sample/design revision, construction, origin, materials/composition, dimensions, tolerances, colour/pile variations, tests, labels, packing, condition, quantity, unit and permitted over/under-delivery. No substitution or quantity change without written agreement. Agreed supplier declarations and inspection reports are described by source and scope, not treated as universal certification. Samples control only the attributes expressly specified.

3. Price, payment and taxes

All sale prices and invoices are USD. Complete unit price, quantity calculation, subtotal, freight/insurance, taxes, duties, fees, discount and final total. Payment milestones state amounts, due dates, documentary conditions, independently verified beneficiary and whether a deposit is refundable in specified cases. Allocate withholding and certificates, bank charges and exchange costs expressly. No unspecified interest or penalty is implied; any late charge must be completed and lawful. Schedule 13 may be incorporated. COTO does not receive or secure funds and no crypto payment is authorized.

4. Delivery, risk, title and documents

Select one suitable Incoterms 2020 rule and a precise named place/port, then state planned dispatch, arrival, partial shipments, transshipment, route and carriers. Title transfers at [expressly chosen event], subject to enforceability and third-party rights; it is separate from risk allocation and does not pass through a platform token. Allocate exporter/importer of record, customs broker, licences, origin/classification/valuation documents and destination testing. Where required, describe cargo insurance, insured value, coverage, exclusions, deductible, claim beneficiary and evidence. Do not assume every Incoterm requires insurance. Neither party is required to make an unlawful shipment.

5. Inspection and acceptance

Record pre-shipment inspection scope/party, sampling, pass criteria, documents and cost. On arrival, buyer checks count and visible condition within [period] and performs agreed quality inspection within [period]. Notice identifies affected goods, defect and available evidence. Specify how notice is sent and preserve reasonable access for investigation. Silence is acceptance only if a clear agreed and lawful provision says so. Pre-shipment approval and ordinary inspection periods do not erase concealed-defect, fraud or mandatory remedies. Parties address storage and preservation of disputed goods without implying acceptance.

6. Nonconformity, delay and cancellation

State cure opportunities and deadlines, repair/replacement, price reduction or refund for justified claims, return/transport responsibility and the treatment of conforming goods. Seller responds to a substantiated claim within [days]. Buyer pays undisputed sums when due. Material delay or breach allows termination of affected unperformed obligations after notice and a reasonable cure opportunity, unless an agreed essential-date or applicable law permits earlier termination. Deposits, completed work, materials and mitigation costs are reconciled expressly; no automatic forfeiture. Contract changes and cancellation require a written record signed/approved by authorized parties. Force majeure requires prompt notice, proof of effect, mitigation and review after [period]; ordinary price changes or inability to pay alone are not automatic excuses.

7. Responsibility and disputes

Each party complies with applicable sanctions, anti-bribery, labour, product, export/import and tax rules for its role. Cooperation does not transfer statutory duties. Responsible-sourcing concerns follow the agreed code and proportionate remediation. Each bears loss caused by its own breach or fault, subject to completed remedies and any specifically negotiated lawful liability limit; the platform agreement's cap does not automatically limit this goods sale. Fraud, wilful misconduct, mandatory liability and accrued payment duties remain protected. Keep confidential prices and designs and use only properly licensed content.

8. Applicable law and enforceable dispute route

Parties must select governing law and expressly record whether the CISG is included or excluded, after advice on its actual applicability. CISG scope does not by itself settle title or validity. Specify one court route, or one fully completed arbitration clause identifying institution/rules, seat, language, arbitrator number and service method; do not select both incompatible routes. First escalate to named commercial representatives for [days], without preventing urgent relief or limitation-period protection. No default Delaware forum is imposed on this standalone sale.

Transaction schedule - required

Seller/buyer legal names, registrations, addresses, authority and notice emails; order/version; all goods/specification fields; USD calculation and payment milestones; delivery/risk/title; inspections/claims; documents/insurance; sourcing code; law/CISG/forum; permitted variations and signatures: [complete each item]. Attach accepted specification, sample record, invoice schedule and applicable evidence list. This uncompleted template is not an executable order.

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]