



## GOLDBERG IMPEX LLC

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1001 S.MAIN ST. STE 600, KALISPELL, MT.59901,USA

Phone : +1 251 290 4550 Fax : +1 251 214 0758

[www.goldbergimpexllc.com](http://www.goldbergimpexllc.com) - [info@goldbergimpexllc.com](mailto:info@goldbergimpexllc.com)

Montana, US, Registered Entity Number : C1356154

### IMPORT MANAGEMENT AGREEMENT

This Import Management Agreement ("Agreement") is entered into on this [Date], by and between:

[Your Company Name]  
[Address]  
[City, State, Zip Code]  
[Phone Number]  
[Email Address]  
[Website]

hereinafter referred to as the "Import Management Company,"

and

[Buyer's Name]  
[Address]  
[City, State, Zip Code]  
[Phone Number]  
[Email Address]

hereinafter referred to as the "Buyer."

Collectively, the Import Management Company and the Buyer shall be referred to as the "Parties."

WHEREAS, the Import Management Company specializes in import management services, including but not limited to sourcing, procurement, supplier negotiations, quality control, logistics, and shipping;

WHEREAS, the Buyer is desirous of availing the import management services provided by the Import Management Company;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the Parties agree as follows:

#### 1. SERVICES PROVIDED

1.1 Sourcing and Procurement: The Import Management Company shall diligently identify and source the products/services ("Products") as specified by the Buyer. The Buyer shall provide comprehensive details, specifications, and any other necessary information for accurate sourcing.

Party 1 (Initials)

Party 2 (Initials)



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1.2 Supplier Negotiations: The Import Management Company shall engage in negotiations with potential suppliers on behalf of the Buyer to secure competitive pricing, favorable terms, and conditions.

1.3 Quality Control: The Import Management Company shall conduct rigorous quality control checks on the Products to ensure that they meet the Buyer's specified standards and requirements before shipping.

1.4 Logistics and Shipping: The Import Management Company shall manage the logistics, shipping, and customs clearance processes for the imported Products, ensuring timely and efficient delivery to the Buyer's designated location.

## 2. BUYER'S OBLIGATIONS

2.1 Information and Cooperation: The Buyer shall provide accurate, complete, and timely information regarding the required Products, including detailed specifications, quantities, and any changes that may impact the sourcing and procurement process. The Buyer shall cooperate with the Import Management Company throughout the import process.

2.2 Payment: The Buyer shall make payments to the Import Management Company as per the agreed-upon fee structure for the services rendered. Payment details, including currency, payment methods, and schedules, shall be outlined in a separate payment agreement or invoice.

## 3. PAYMENT AND FEES

3.1 Fees: The Buyer agrees to pay the Import Management Company the fees and charges as mutually agreed upon in a separate payment agreement.

3.2 Payment Schedule: Payment shall be made according to the payment schedule specified in the payment agreement or invoice. All payments shall be made in [Currency] to the following bank account:

Bank Name: [Bank Name]

Account Name: [Account Name]

Account Number: [Account Number]

IBAN (if applicable): [IBAN]

SWIFT/BIC Code: [SWIFT/BIC Code]

Bank Address: [Bank Address]

City, State, Zip Code: [City, State, Zip Code]



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3.3 Late Payments: In the event of late payments, the Import Management Company may charge the Buyer interest or a late fee, as outlined in the payment agreement.

#### 4. CONFIDENTIALITY

4.1 Confidential Information: Both Parties acknowledge that during the course of their engagement, they may come into possession of confidential and proprietary information of the other Party. Such information shall be kept strictly confidential and shall not be disclosed to third parties without the written consent of the disclosing Party.

4.2 Exceptions: Confidentiality obligations shall not apply to information that:

- a. Is already in the public domain at the time of disclosure.
- b. Becomes part of the public domain through no fault of the receiving Party.
- c. Is independently developed by the receiving Party without reference to the confidential information.

#### 5. TERM AND TERMINATION

5.1 Term: This Agreement shall commence on [Start Date] and shall continue until [End Date], unless terminated earlier in accordance with the provisions of this Agreement.

5.2 Termination for Convenience: Either Party may terminate this Agreement for any reason by providing written notice to the other Party with [Notice Period] days prior notice.

5.3 Termination for Cause: Either Party may terminate this Agreement with immediate effect if the other Party breaches any material provision of this Agreement and fails to remedy such breach within [Cure Period] days of receiving written notice.

#### 6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [Country], without regard to its conflict of law principles.

6.2 Dispute Resolution: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall seek to resolve the matter amicably through negotiations. If the Parties are unable to reach a resolution within [Negotiation Period] days, the dispute shall be referred to mediation or arbitration in accordance with the rules of [Arbitration/Mediation Organization] in [City, State]. The decision of the arbitrator/mediator shall be final and binding on both Parties.

Party 1 (Initials)

Party 2 (Initials)



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### 7. ENTIRE AGREEMENT

7.1 Entire Agreement: This Agreement, along with any attachments, exhibits, or addenda hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and representations, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Import Management Agreement as of the date first above written.

[Your Company Name]

By: \_\_\_\_\_

[Your Name]

[Title]

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

[Buyer's Name]

By: \_\_\_\_\_

[Buyer's Name]

[Title]

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

[Notary Acknowledgment if required]

Party 1 (Initials)

Party 2 (Initials)