



Albanian-American  
Development Foundation

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## SALES CONTRACT

Between

**Albanian-American Development Foundation**

And

**[insert Beneficiary]**

And

**[insert Seller]**

For

*[INSERT DESCRIPTION OF THE PURCHASE]*

Date: Month \_\_\_\_, 2026

Contract No: \_\_\_\_-\_\_\_\_

This Sales Contract (the “**Contract**”) is made on this \_\_\_\_ day of Month, 2026 by and between the following parties:

**ALBANIAN-AMERICAN DEVELOPMENT FOUNDATION**, a non-for-profit organization duly organized and established under the laws of the state of Delaware, with registered seat at 780 Third Ave, Floor 46, New York, NY 10017, U.S.A. through its Albanian branch registered by virtue of Tirana District Court decision no. 359 dated 18.03.2011, with tax number L11618452N and registered address at Rr. Ibrahim Rugova, building no. 42, entrance 7, apartment 60, 1019, Tirana, Albania, duly represented by Mr. Martin Mata and Mr. Aleksandër Sarapuli (“**AADF**” or the “**Buyer**”);

and

**[INSERT NAME AND DATA OF THE BENEFICIARY]** (the “**Beneficiary**”).

and

**[insert company]**, duly organized and established under the laws of Albania, registered with the National Business Centre with unique identification number [•], with legal seat at the address: [•], Albania, duly represented by [•], in the capacity of its Administrator (the “**Supplier**”).

Collectively, the Buyer, the Beneficiary and the Supplier are referred to as “**Parties**” and individually as “**Party**”

**WHEREAS:**

**(A)** *[INSERT DESCRIPTION OF PURCHASE FOR PURPOSE OF THE PROJECT];*

**1. OBJECT**

1.1 The Supplier shall supply to the Buyer, for the benefit of the Beneficiary, *[INSERT OBJECT OF PURCHASE]* as per the description, technical specifications, quality and quantity provided in Annex I attached hereto, which constitutes an integral part of this Contract (the “**Goods**”) and perform *[INSERT ANCILLARY SERVICES, IF APPLICABLE]* (the “**Ancillary Services**”) of the Goods at the Place of Delivery specified herein. Substitutions are not acceptable, unless otherwise acknowledged and accepted by the Buyer in writing.

1.2 The Beneficiary agrees that the Goods purchased for the benefit of the latter shall be used only for purpose of the Project.

1.3 The Supplier declares and warrants that the Goods are in accordance with the details and technical specifications determined in Annex I.

1.4 *[IF APPLICABLE]* In addition to the Ancillary Services determined under Clause 1.1 above, the Supplier will provide repairment/replacement services during the Warranty Period provided under Clause 9 of this Contract.

**2. TERM**

This Contract shall be effective from the date of its signature by the Parties and continue in full force and effect until completion of the *[WARRANTY PERIOD/PARTIES’ OBLIGATIONS HEREUNDER]* *[AS APPLICABLE]*.

**3. DELIVERY OF THE GOODS**

3.1 The Supplier shall deliver the Goods in the premises of the Beneficiary in the address: *[INSERT ADDRESS]* (“**Place of Delivery**”), within ***[INSERT]*** days from the signature of this Contract.

- 3.2 The Supplier undertakes to notify the Buyer and the Beneficiary at least *[INSERT DAYS/HOURS]* prior to delivery, for the exact date and hour of delivery of the Goods in the Place of Delivery. Upon receiving the notice, the Buyer shall notify the Supplier the authorized persons to receive the Goods on behalf of the Beneficiary, at least *[INSERT DAYS/HOURS]* prior to the hour determined for the delivery of Goods.
- 3.3 The Supplier shall bear all risks and expenses related to the manufacturing, transportation, delivery and installation of the Goods at the Place of Delivery.
- 3.4 Upon receipt of the Goods, the Supplier and the Beneficiary's authorized representatives shall sign the Delivery Document, by designating the Goods delivered which shall comply with the details provided under Annex I attached hereto, their quantity and a description of their physical condition.
- 3.5 Delivery of Goods shall be accompanied with the following documentation:
  - 3.5.1 Invoice issued by the Supplier, including name of the Buyer, NUIS, quantity and the specifications of the Goods and price per unit;
  - 3.5.2 Technical documentation and manuals for the use of Goods (if any);
  - 3.5.3 Certificate of origin *[IF APPLICABLE]*;
  - 3.5.4 CE Certificate of Conformity *[IF APPLICABLE]*;
  - 3.5.5 Warranty of the Goods *[IF APPLICABLE]*;
  - 3.5.6 Any other documents required under the applicable law.
- 3.6 The Beneficiary is entitled to refuse the delivery of the Goods in the following cases:
  - 3.6.1 The delivered Goods do not comply with the technical specifications determined under Annex 1;
  - 3.6.2 Goods are materially damaged;
  - 3.6.3 The invoice issued by the Supplier upon delivery of the Goods does not contain the entire information required under this Contract or does not comply with the prices determined under this Contract;
  - 3.6.4 The delivery documents provided under Clause 3.5 above, are not complete.
- 3.7 Signing of the Delivery Document does not constitute and shall not be construed as acceptance of the Goods or that the Buyer and/or Beneficiary has no claim in relation to the Goods.

#### **4. ACCEPTANCE OF THE GOODS**

- 4.1 The Beneficiary's authorized representative will be responsible for the receipt and acceptance of the Goods, after their *[ARRIVAL/INSTALLATION]* at the Place of Delivery. *[IF APPLICABLE]* The Supplier shall, through its specialized technical personnel, perform the assembly, installation, testing and commissioning of the Goods, in the presence of the authorized representative of the Beneficiary.
- 4.2 Upon *[DELIVERY OF GOODS/COMPLETION OF THE ANCILLARY SERVICES]*, the Beneficiary's representatives will compile and sign:
  - 4.3.1 Handover Certificate (in three original copies, one original copy to be delivered to the Buyer), which certifies that the Beneficiary accepts the Goods delivered by the Supplier and has no claim in relation to them, except for any hidden defects of the Goods which the Beneficiary cannot identify through reasonable control and testing of Goods; or
  - 4.3.2 Rejection Act (in three original copies, one original copy to be delivered to the Buyer), in which the Beneficiary must state the reasons why the delivered Goods are not accepted

by the latter. In such case, the Buyer has the right to terminate the Contract, partially or fully, or to request the Supplier to supply the missing Goods or replace the delivered Goods that do not comply with Annex 1 or are damaged during their assembly, installation or transport. In case of termination of the Contract, the Buyer will not be liable to perform payment of the refused Goods, pay the Supplier any penalties or reimburse any expenses of any nature whatsoever. In the event that replacement of the Goods is requested, the rejected Goods must be replaced by the Supplier at his own expense within a period of *[INSERT]* working days from the day the rejection was notified. The rejection of the Goods interrupts the term specified for the payment of the respective value of the rejected Goods, until their replacement and acceptance by the Beneficiary.

- 4.3 Upon receipt by the Buyer of the Handover Certificate, duly signed by the Beneficiary and acknowledged by the Buyer's contact person, the Buyer is obliged to pay in accordance with Clause 5 below, the respective amount of the invoice issued by the Supplier for the delivered and accepted Goods.

## 5. PRICE AND PAYMENT

- 5.1 In respect of the Goods to be supplied by the Supplier, the Buyer shall pay to the Supplier a total amount of *[INSERT]*, VAT excluded (the "Price"), as stipulated in Annex I, payable fully or partially in accordance with the Goods accepted by the Beneficiary as per Clause 4.3.1 above.
- 5.2 *[IF APPLICABLE]* The Price includes any expense and taxes payable by the Buyer for assembly, installation, testing and commissioning costs, as well as the warranty services.
- 5.3 Payment shall be made within 30 (thirty) working days from approval of the invoice by AADF and receipt of the Handover Certificate by AADF as per Clause 4.1.
- 5.4 *[IF APPLICABLE]* The Buyer shall retain *[INSERT]*% of the VAT excluded price, from every invoice issued, as warranty for performance by the Supplier of the warranty conditions under this Contract, for a period of *[INSERT]* year/s. This value is payable *[INSERT]* % after first year of Warranty, *[INSERT]* % after second year of Warranty [...] *[AS APPLICABLE]*, if the Goods are in good condition and the Supplier has made any necessary replacement/repairment of the Goods under the warranty conditions. Should the Supplier fail to comply with its obligations under the warranty conditions, the Buyer shall deduct the relevant expenses made by the latter for the repairment of the Goods from the warranty amount.
- 5.5 Payment of the Price shall be performed by the Buyer in favor of the Supplier through bank transfer (with shared charges), at the following bank account:

Beneficiary name: *[INSERT]*  
Bank name: *[INSERT]*  
Account no: *[INSERT]*  
SWIFT: *[INSERT]*  
IBAN: *[INSERT]*  
Currency: *[INSERT]*

## 6. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

- 6.1 The Supplier hereby represents and warrants to the Buyer and the Beneficiary that:
- 6.1.1 the delivered Goods are: (i) new, free from any defects in workmanship and materials, (ii) comply with the technical specifications required by the Buyer, (iii) have the required and agreed quality and (iv) are fit for the purpose of use;

- 6.1.2 the Supplier shall convey to the Beneficiary good ownership title to the Goods and that the Goods shall be delivered free from any claims of third parties, including any lien, charge and pledge or securing charges.
- 6.1.3 the Goods delivered hereunder shall be free from any hazardous materials, substances, chemical or residues of chemicals in accordance with the applicable law and will be CE compliant (with CE marking);
- 6.1.4 *[IF APPLICABLE]* the Supplier has qualified personnel to offer the Ancillary Services and repair services;
- 6.1.5 *[IF APPLICABLE]* the Supplier shall, during the Warranty Period provided under Clause 9 below, repair or in case repairment is not possible, replace any defective Goods as provided under this Contract;
- 6.1.6 *[IF APPLICABLE]* the Supplier undertakes to perform any other service in functioning of commissioning the Goods sold to the Buyer, according to the requirements of the Buyer, despite not being specified under this Contract;
- 6.1.7 The Supplier shall appoint a representative to liaise with the Beneficiary's representative.

**7. RIGHTS AND OBLIGATIONS OF THE BUYER**

- 7.1 The Buyer undertakes to pay the Price to the Supplier as provided under Clause 5 herein;

**8. RIGHTS AND OBLIGATIONS OF THE BENEFICIARY**

- 8.1 The Beneficiary shall become the owner of the Goods upon the payment of the Price under Clause 5 herein;
- 8.2 The Beneficiary, in coordination with the Buyer, shall appoint a representative as contact point with the Supplier, for the receipt and acceptance of the Goods and *[IF APPLICABLE]* provision of the Ancillary Services, and *[IF APPLICABLE]* also repairment/replacement services as provided under this Contract.
- 8.3 The Beneficiary undertakes to allow the authorized employees of the Supplier, to enter the premises of the Beneficiary for as long as it is necessary for the delivery of the Goods and provision of repairment/replacement services *[IF APPLICABLE]*.

**9. *[IF APPLICABLE]* WARRANTY PERIOD**

- 9.1 The period of warranty of the Goods is *[INSERT]* year/s, starting from their acceptance by the Buyer and the Beneficiary as per Clause 4.3.1 ("**Warranty Period**"). During the Warranty Period, the Supplier shall repair or, in case repairment is not possible, replace the defective Good without extra payment. The warranty provided under this Clause, shall cover and is valid for the Goods, as well as embodied parts of the Goods and any other part thereof, except the normal consumption of the Goods.
- 9.2 The Goods supplied in replacement of defective Goods shall be delivered and installed by the Supplier within *[INSERT]* days from the Beneficiary's relevant request in writing, with a copy to the Buyer. The Supplier shall bear the costs of re-delivering the new replacement Goods and any additional expenses, including transport costs.
- 9.3 During the Warranty Period, the Supplier will provide services for repairment and/or replacement of Goods, and will repair any hidden technical defects of the Goods discovered by the Beneficiary

after their acceptance, except for those damages caused by the misuse of the Goods.

- 9.4 The Warranty Period for each Goods is suspended on the day when the defect is ascertained and restarts on the day when the defect has been repaired or the Goods has been delivered at the Place of Delivery, in case the repairment is made in the premises of the Supplier.
- 9.5 During the Warranty Period, the Supplier is responsible for the professional quality, technical accuracy and coordination of all repairment/replacement services. The Supplier will repeat the performance of repairment/replacement services of Goods that are proven to have been defective, correct or review any errors or omissions during its operation, at no additional charge, upon receipt of the request from the Beneficiary and regardless of the planning agreed between the Parties.
- 9.6 In the event of defects or damage caused to the Goods or their components, as a result of a non-compliance, action or omission of the Supplier during the Warranty Period, the Supplier is responsible for repairing these defects, at its own cost and/or replace the damaged Goods or components with new Goods or components of the same quality or reimburse the Buyer for all costs and expenses associated with the replacement of the Goods or their components.
- 9.7 Should the Supplier not repair or replace the defected Goods or their spare parts pursuant to Clause 9 herein, the Buyer is entitled to contract a third party for the provision of such services and the Supplier shall compensate the Buyer for any cost or expense made for such services.

## 10. PENALTIES

- 10.1 In case of late delivery and commissioning of the Goods and/or warranty services for any reason, the Supplier *[IF APPLICABLE]* shall pay to the Buyer a penalty amounting to *[INSERT]*% of the value of the delayed Goods per day of delay up to the total value of the Contract. The Buyer shall deduct this amount from the due payment under the provisions of this Contract. Payment of the penalty does not release the Supplier from the obligation to fulfill the obligations under this Contract.
- 10.2 In case of late delivery of the Goods, without prejudice to Clause 10.1, the Supplier undertakes to deliver to the Beneficiary at the agreed date of delivery as per Clause 3.1, Goods in the same quantity and with comparable technical specifications required under Annex I, for temporary use until delivery and commissioning of the Goods.

## 11. CONFIDENTIALITY

- 11.1 The Supplier agrees to treat as confidential any information, data, document, results of analyses, received by the Buyer and/or Beneficiary or obtained from any other source, in connection with this Contract, including, but not limited to, this Contract or information concerning the Buyer's and/or Beneficiary's business or operations (the "**Confidential Information**").
- 11.2 The Supplier shall not use such Confidential Information other than for the purposes of this Contract and not disclose it to any third parties unless:
  - it is or later becomes public knowledge by means other than by breach of this confidentiality obligation, or
  - it is required to be disclosed to any competent regulatory body, governmental authority or court;
  - it is required by law or by the Buyer and/or Beneficiary to be disclosed.
- 11.3 The Supplier shall ensure that such Confidential Information will only be disclosed to persons to whom it is necessary to disclose the Confidential Information for the purpose of considering,

advising or furthering the fulfilment of the obligations under the Contract, provided they are informed by the Supplier of the confidential nature of the Confidential Information and the terms of this confidentiality obligation before disclosure of the Confidential Information to them.

11.4 The Supplier shall ensure that any persons to whom such Confidential Information is to be disclosed shall comply with the terms of this confidentiality obligation and that each of such persons will keep the Confidential Information confidential and secret.

11.5 The confidentiality obligation shall continue notwithstanding termination of the Contract.

## 12. INDEMNITY

The Supplier agrees to defend, indemnify and hold the Buyer and the Beneficiary, their officers, directors, employees, and agents harmless from any claims or damages, including attorney fees, arising out of acts or omissions of action in connection with Goods supplied pursuant to this Contract.

## 13. TERMINATION

13.1 The Buyer reserves the right to terminate this Contract at any time, partially or fully, if the Supplier defaults in its obligation to fulfill the conditions set forth in this Contract and does not remedy its failure within 5 (five) days from notice sent by the Buyer.

13.2 The Supplier is entitled to terminate the Contract if the Buyer fails to timely perform the payment, as provided under Clause 5 herein and does not remedy its failure within 5 (five) days from notice sent by the Supplier.

13.3 The provisions of this Contract that by their nature are intended to survive termination shall survive any completion, rescission, expiration or termination of this Contract.

## 14. NOTICES

All notices and communications to be given under the Contract shall be in writing and shall be delivered to the addresses below, or such other address as may be designated by a party from time to time. Such notices shall be delivered by hand (including by recognized overnight courier service) or by certified or Express mail, all charges and postage prepaid, to the attention of:

<b>For the Buyer:</b>	<b>AADF</b>
Contact person:	[INSERT]
	[INSERT]
Address:	[INSERT]
E-mail:	[INSERT]

<b>For the Supplier:</b>	[INSERT]
Contact person:	[INSERT]
Address:	[INSERT]
E-mail:	[INSERT]

<b>For the Beneficiary:</b>	[INSERT]
Contact person:	[INSERT]
Address:	[INSERT]
E-mail:	[INSERT]

Routine communications relating to the performance of the Contract may be conducted by electronic mail but the Parties agree that any communication by electronic mail shall not amount to notice in writing for the purposes of the Contract.

## 15. GOVERNING LAW AND JURISDICTION

- 15.1 This Contract is construed in compliance with and governed by the laws of the Republic of Albania.
- 15.2 In case of any disputes between the Parties with regard to this Contract, the Parties shall make every effort to settle amicably such disputes through negotiations between them. Should the attempt to reach an amicable settlement of dispute fail, such dispute shall be finally resolved by Tirana District Court.

## 16. MISCELLANEOUS

- 16.1 **Entire Agreement.** This Contract and its Annex constitute the entire agreement between the Parties in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written, in relation to its subject matter. This Contract may not be modified except by written instrument duly executed by the Parties.
- 16.2 **Assignment.** Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by either Party without the prior written consent of the other Parties.
- 16.3 **Force Majeure.** Parties shall not be liable towards each-other, in the event of delay or non-fulfilment of their obligations as per the Contract, resulting from events such as: natural disasters, acts of public enemy, war declared or not, epidemics, landslides, earthquakes, storms, floods, erosion holes, civil disturbances and any other event that is beyond such Parties' control and may not be circumvented, even though they are acting with all due diligence ("**Force Majeure**"). In case that the event of Force Majeure continues for more 30 (thirty) days, the Buyer or the Supplier may terminate this Contract by giving written notice to the other Party.
- 16.4 **Governing Language.** This Contract has been executed in English; English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 16.5 **Conflict of Interest.** The Supplier agrees that it will not act for the Buyer and the Beneficiary if a conflict of interest exists or is likely to exist. The Supplier will notify the Buyer and the Beneficiary in a comprehensive manner on any potential future conflicts of interests, or conflicts already in place and the Buyer will decide on the waiver of the conflict of interest on case-by-case basis.
- 16.6 **Other Expenses.** Except as otherwise expressly provided in this Contract, each Party will bear its own expenses in connection with the preparation, execution, and performance of this Contract.
- 16.7 **Severability.** Each provision or term of this Contract constitutes a separate and independent provision. If any of the provisions of this Contract are judged by any court or authority of competent jurisdiction to be void or enforceable, the remaining provisions shall continue in full force and effect and, if legally permitted, such offending provision or provisions shall be replaced with an enforceable provision or enforceable provisions that as nearly as possible effects the Parties' intent.
- 16.8 **Waiver.** Failure of either Party to exercise in any respect any of the rights provided for herein shall not be deemed a waiver of any right hereunder. No waiver of any rights under this Contract will be effective unless in writing signed by the Party to be charged.

16.9 **Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** The Supplier certifies that neither it nor its principals are presently excluded, suspended or disqualified from participation in this transaction by any U.S. Government department or agency.

16.10 **Prohibited Practices.** The Supplier agrees that it shall, at all times during the term of this Contract, comply with this clause including reporting to AADF or the Beneficiary any suspicion the Supplier has, or is informed of, regarding the use of a Prohibited Practice in relation to a AADF or Beneficiary project.

“**Prohibited Practices**” are one or more of the following, as of the date of this Contract:

- **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- **collusive practice** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **corrupt practice** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- **theft means** the misappropriation of property belonging to another party.

AADF, without prejudice to any other remedy for breach of Contract may, by written notice, terminate this Contract if in its judgement, the Supplier has engaged in Prohibited Practices in competing for or in executing the Contract.

16.11 **Compliance with U.S Laws and Executive Orders.** The Supplier shall comply with all U.S. laws, U.S Executive Orders or regulations, including but not limited:

16.11.1 Restrictions on Certain Telecommunications and Video Surveillance Services or Goods. Supplier shall not use the funds provided under this Contract to acquire, directly or indirectly, telecommunications or video surveillance services or goods produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou, or any subsidiary or affiliate of these entities, as stipulated under Section 889 of U.S Public Law 115-232 *[IF APPLICABLE]*;

16.11.2 Restrictions on Transactions and Support. Supplier shall not engage in transactions, provide resources or support to, or finance the following:

- a. individuals or entities associated with terrorism, human rights abuses, narcotics trafficking or any other activity contrary to U.S national security or foreign policy objectives, including those on U.S. export controls or sanctions list;
- b. the manufacture or sale of abortion goods or the provision of abortions services;
- c. the manufacture or sale of munitions articles or services related to arms production;
- d. activities which would be inconsistent with the criteria stated in Section 547 of the Foreign Operations, Export Financing and Related Programs Appropriations Act of 1994 and comparable provisions of subsequent statutes.

16.11.3 Flow Down Requirement. This provision, including all compliance and restriction requirements, must be included in all subcontracts or subawards issued under this Contract.

16.11.4 Notification of Violation. Supplier shall immediately notify AADF if it becomes aware of an actual or potential violation of the provisions under this Clause and take prompt corrective actions to ensure compliance.

16.12 **Annexes.** This Contract contains the following Annex as described below, which forms an integral part of this Contract and has the same legal effect as this Contract:

- **Annex I: Description of the Goods and Financial Offer;**

In the event of any conflict or inconsistency between the main body of this Contract and the terms of such Annex, the former shall prevail.

The Parties below have read and agree to be bound by this Contract, executed in 3 (three) original copies as of the date first written above.

**FOR ALBANIAN AMERICAN DEVELOPMENT FOUNDATION (AADF)**

By: Aleksandër Sarapuli & Martin Mata  
Its: Co-CEOs

**FOR THE SUPPLIER**

By: [INSERT]  
Its: [INSERT]

**FOR THE BENEFICARY**

By: [INSERT]  
Its: [INSERT]

**ANNEX I**  
**Description of the Goods and Financial Offer**

*[INSERT]*