

SPA VERIFICATION CLAUSES

Clauses to add to a Sales and Purchase Agreement

Insert these clauses in the Sales and Purchase Agreement (SPA) between [Seller] and [Buyer].
Numbering, defined terms and governing law should be aligned with the rest of your SPA.

1. Counterparty verification

Each party confirms that it is duly incorporated, in good standing and authorised to enter into this Agreement, and agrees to be verified by Vanguard Verify (company register, beneficial owners, licences and sanctions screening) before any payment, deposit or opening of a letter of credit. A materially false statement in this verification entitles the other party to terminate this Agreement without liability.

2. Verification Report as a condition precedent

The Buyer's obligation to open the letter of credit is conditional on a Vanguard Verify Verification Report on this transaction showing the verdict "PROCEED" and bearing a report number verifiable at verify.vtcgw.com/r/.

3. Inspection access

Before any payment, the Seller shall give the Buyer's appointed verifier access, within five (5) business days of written request, to the production site, warehouse or storage tank holding the goods, to photograph, film, count and sample the goods and inspect the related stock and loading records. Refusal or delay of access beyond that period entitles the Buyer to terminate this Agreement without liability.

4. Independent inspection at loading

Quality, quantity and weight shall be determined at the port of loading by [SGS / Bureau Veritas / Intertek], appointed and paid by the Buyer. Its certificate is final for quality and quantity, save for manifest error.

5. Authentic documents

The Seller warrants that every bill of lading, certificate, invoice and bank document presented under this Agreement is genuine, was issued by the named issuer, relates only to the goods sold under this Agreement and has not been presented in any other transaction. The Buyer may confirm any document directly with its issuer, including the bill of lading, container and vessel details with the carrier.

6. Payment only against proof

Payment shall be made only by confirmed irrevocable documentary letter of credit subject to UCP 600 or through licensed escrow, released against compliant documents. No advance fee, processing fee, legal fee or other payment shall be due from the Buyer before shipment.

7. Bank accounts

All payments shall be made only to an account in the Seller's own legal name at the bank named in this Agreement. Any change of bank account must be confirmed in writing by both parties' authorised signatories and verified by telephone on a number taken from the Seller's official website.

8. Sanctions

Each party warrants that neither it, its owners nor the goods, vessel or ports are subject to OFAC, UN, EU or UK sanctions, and shall notify the other immediately if this changes.

9. Termination for misrepresentation

If any document or statement provided by a party proves to be false or forged, the other party may terminate this Agreement immediately by written notice, and all amounts paid shall be returned within seven (7) days, without prejudice to any other remedy.