**CONTRACT**

Buyer:

Add:

Tel.:

Email:

Registration No.:

Representative by:

Seller:

Add:

Tel:

Email:

Registration No.:

Representative by:

**1. SUBJECT OF THE CONTRACT**

* 1. The Seller agrees to sell to the Buyer, and the Buyer agrees to acquire the Goods.

**1.2** The Goods under contract is Customized Cooler 1000 mm long and Customized Cooler 750 mm long (hereinafter the “Goods”).

**2. SPECIFICATION AND QUANTITY OF GOODS**

**2.1** Specification and quantity:

….

….

….

**3. TIME OF SHIPMENT**

**3.1** Time of shipment of the Goods – 20 working days from the date of receipt by the Seller of the down payment – the first installment for the Goods.

**4. TERMS OF DELIVERY**

**4.1** The Goods shall be supplied to the Buyer on CIF HAIPHONG, Vietnam ( Incoterms 2010) basis with follow transportation to Russian Federation by railway or sea. The Seller is responsible for attendance to customs, duties, taxes and fees at export customs clearance in China, including loading the goods into the container which sent by the shipping forwarder of Buyer.

**5. PRICE AND TOTAL CONTRACT VALUE**

**5.1.** The prices for the Goods are fixed in US Dollars (currency code 840).

**5.2.** The total value of the Goods as per this contract amounts to 1,000 dollars (One thousand USD) inclusive of the cost of packing and marking, on CIF HAIPHONG, Vietnam ( Incoterms 2010) basis.

**6. TERMS OF PAYMENT**

**6.1.** Payment for the Goods is made by bank transfer in US dollars according to the following payment schedule:

- 30 (thirty) % of the Goods’ value is paid by the Buyer as prepayment after the signing of the present Contract and on the basis of pro-forma invoice to be sent by the Seller to the Buyer by fax or e-mail

- 70 (seventy) % of the Goods’ value is paid by the Buyer after written notification of the Seller by fax or e-mail confirming the availability of the Goods for shipment and after invoicing within five working days.

**6.2.** Payments are considered to have been effected once the funds payable to the Seller reach the Seller’s currency account in full.

**7. QUALITY GUARANTEE**

**7.1.** The Seller guarantees perfect quality of the Goods to be supplied under present contract conforming to existing safety requirements, applicable to such type of the Goods technical specifications and standards and the certificate of quality issued by the manufacturer.

**7.2.** The quality of the delivered Goods can be addressed by the Buyer to the Seller with the guarantee period. The guarantee period is 12 months from the date of acceptance of the Goods at the Buyer’s production facilities as per the address stipulated.

**8. FORCE-MAJEURE**

**8.1.** Should any circumstances arise which prevent complete or partial fulfillment by any of the Parties of their respective obligations under this Contract namely: fire, war, flood or earthquake, any military actions, blockade, prohibition of export or import as well as any other circumstances being beyond of control of the Parties of this contract, and if these circumstances directly influence the fulfillment of the contract, the time stipulated for the fulfillment of the obligations under the Contract should be extended for the period equal to that during which such circumstances will remain in force.

**8.2.** If the above circumstances continue to be in force for more than 6 (six) months each Party will have the right to refuse any further fulfillment of the obligations under the Contract and in such case neither of the Parties will have the right to make a demand upon the other Party for compensation or any possible damages.

**8.3.** The Party for whom it becomes impossible to meet its obligations under the Contract will immediately but not later than 10 (ten) days advise the other Party regarding the beginning and expecting cessation of the circumstances preventing the fulfillment of its obligations.

**8.4.** Certificates issued by the Chamber of Industry and Commerce of the relevant country shall be sufficient proof of force-majeure circumstances.

**9. LEGAL INVALIDITY**

**9.1.** Acknowledgement of any provision of the present Contract as illegal or unenforceable shall not prejudice the continuation in full force and effect of the remainder and shall make such provision solely illegal. Such provision shall be replaced with a valid and enforceable provision meeting the intentions of the Parties to the maximum.

**10. ARBITRATION**

**10.1.** All disputes or claims shall they appear in connection with the present Contract’s execution must be sorted out by mutual talks and agreements between the Parties.

**10.2.** Should the Parties fail to come to an agreement, any dispute, disagreement or claim, sequencing from or in connection with the present Contract or its breach, termination or invalidation shall be finally settled under the Rules of Arbitration of the International Commercial arbitration Court at the RF Chamber of Commerce and Industry, Moscow, Russian Federation. The arbitral proceedings in a case shall be conducted in the Russian language.

**11. RETENTION OF THE PROPERTY RIGHT**

**11.1.** The Goods remain in unrestricted property of the Seller till the complete payment for the delivered Goods by the Buyer.

**12. TEST, INSPECTIONS AND PERFORMANCE**

**12.1.** Before dispatch the Goods shall be carefully inspected by the Seller in accordance with the standard tests established by the Seller.

**12.2.** Should the Buyer request pre-shipment inspection in presence of the Buyer’s representatives, the Seller shall provide such a possibility to the Buyer. The Parties shall agree upon the time, place and procedure of such inspection in addition.

**13. ACCEPTANCE OF THE GOODS**

**13.1** After acceptance of the Goods according to package contents and appearance, the Buyer shall carry out by itself the mounting and commissioning of the Goods.

**13.2** Should any faults or nonconformities to the present Contract’s terms and conditions occur, resulting from discovered defects of the Goods or/and its components, the Seller shall remedy the same at his own expense within the time agreed with the Buyer, but not later than 30 (thirty) days net.

The Seller The Buyer

Signature & Stamp Signature & stamp