
The individual entrepreneur Viktoriya Vladimirovna Zakharkina, the Russian Federation, hereinafter referred to as the Seller, represented by Viktoriya Vladimirovna Zakharkina herself, acting on the basis of License for a sole proprietary business series 44 No.000806881 as of October 23, 2012, one the one side, and _____, hereinafter referred to as the Buyer, represented by _____, one the other side, collectively referred to as the Parties, have concluded the present contract, hereinafter referred to as the Contract, on the following:

1. SUBJECT OF THE CONTRACT

1.1. The Seller shall undertake to deliver **goods**, hereinafter referred to as the Goods, and the Buyer shall undertake to accept and pay the Goods within the term and in the manner stipulated by the present Contract, subject to conditions _____, according the Specification (Addenda No.1 to the Contract), which is an integral part of the present Contract.

2. PRICES AND TOTAL VALUE OF THE CONTRACT

2.1. Prices are defined in the Specification in the US dollars (USD) and are accepted _____, including costs of packing and marking, as well as of customs clearing in the territory of the country of the Seller, including shipping and transport charges at delivery to the destination.

2.2. Prices may be changed within the period of the present Contract on agreement of the Parties.

2.3. The Contract total value is _____

3. PAYMENT TERMS

3.1. Payment for goods shall be made in USD by bank transfer to the Seller's account, which is specified in the present Contract.

3.2. Payment for the goods is carried out by the Buyer in the form of 100% advance payment on the basis of proforma invoice, sent by the Seller. The proforma invoice is valid for 5 working days from the date of its issue.

3.3. All bank charges and commissions for the Seller's bank are assigned to the Seller, for the Buyer's bank – to the Buyer.

3.4. The date of safe arrival of funds to an account of the Seller shall be considered to be the date of paying.

4. DELIVERY TERMS

4.1. The Goods must be handed over to the Buyer by the Seller, subject to conditions of _____

4.1.1. The delivery point – _____

4.1.2. The receiving terminal – _____

4.1.3. The destination – _____

4.1.4. The destination point – _____

4.2. The delivery basis may be changed on agreement of the Parties with indication in the Specification to the Contract.

4.3. The Goods are delivered by _____ (means of transport).

4.4. Date or period of delivery of Goods are specified by consent of the Parties in the Specification to the Contract, after reception of money resources by the Seller's account.

4.5. Delivery is considered to be completed at the moment of transferring the Goods to the carrier by the Seller.

4.6. Transferring of title to the Goods from the Seller on to the Buyer shall occur at the moment of rendering of the Goods from the Seller to the carrier.

5. DUTIES OF THE PARTIES

5.1. The Seller shall:

5.1.1. Obtain an export licence or other official permission at her own expense and at at her own peril, pay all customs formalities, all duties, taxes and other official charges, which are levied when exporting the Goods on the territory of the Russian Federation.

5.1.2. Conclude a shipping contract concerning the Goods transferring from the specified delivery point to the specified destination point. The shipping contract shall be concluded under usual reserves at the expense of the Seller and shall stipulate transportation on the usually accepted direction and in conventional manner.

5.1.3. Deliver the Goods to the Buyer by means of rendering it to the carrier entered the shipping contract with; pursuant to paragraph 5.1.2. of the Contract, within the terms pursuant to paragraph 4.4. of the Contract.

5.1.4. Pay all expenses concerning the Goods before the moment of delivery pursuant to paragraph 5.1.3.

5.1.5. Convey a note to the Buyer that the Goods has been delivered pursuant to paragraph 5.1.3. of the Contract within 48 hours from shipment.

5.1.6. The Seller incurs all perils for loss or damage of the Goods before the moment of delivery pursuant to paragraph 5.1.3. of the Contract.

5.2. The Buyer shall:

5.2.1. Pay for the Goods in accordance with the conditions of the present Contract.

5.2.2. Obtain all needed licences or other official permission at his or her own expense and at at his or her own peril and also conclude all customs formalities, which are levied when importing the Goods on the territory of the country of the Buyer and its transiting through third countries.

5.2.3. Take delivery of the Goods once they have been delivered pursuant to paragraph 5.1.3. of the Contract, and receive it from the carrier at the destination point.

5.2.4. Pay all expenses concerning the Goods from the moment of delivery pursuant to paragraph 5.1.3. of the Contract, except customs clearing charges, which are levied when exporting the Goods on the territory of the Russian Federation.

5.2.5. The Buyer incurs all perils for loss or damage of the Goods from the moment of delivery pursuant to paragraph 5.1.3. of the Contract..

6. SHIPPING INSTRUCTIONS

6.1. The Goods being supplied with by the Seller according to the Contract, should be accompanied by the following forms:

- commercial invoice;
- usual transport document in accordance with the contract of carriage concluded according to paragraph 5.1.2. of the Contract.

6.2. The following data shall be specified in the commercial invoice:

- invoice number, date;
- the Seller's and the Buyer's requisites;
- name of the Goods;
- amount of the Goods;
- unit price of the Goods;
- number and date of the Contract;
- delivery terms;
- currency of payment and paying terms.

The commercial invoice shall be fulfilled on the Seller's letterhead paper, shall be certified by the Seller's seal and shall contain signature and printed name of an authorized representative of the Seller.

6.3. The transport document shall comprehend the Goods within the Contract and shall be dated within the agreed date or the delivery period. The document shall empower the Buyer to claim the Goods from the carrier in the specified destination.

7. QUALITY OF THE GOODS. PACKING AND MARKING.

7.1. The Goods being supplied with by the Seller according to the Contract, are not subject to obligatory certification of quality on the territory of the Russian Federation.

7.2. Package shall ensure the safety of Goods in storage, in transportation by any means of transport and in transshipment.

7.3. Packaging is included in the price of Goods and will not be returned.

7.4. Marking should meet trade requirements to export goods and provide the necessary information about them.

8. FORCE MAJEUR

8.1 The Parties are released from responsibility for partial or full default of obligations, if this default was caused by force majeure circumstances (fire, natural disasters, acts of war, government actions) that had occurred after the conclusion of the present Contract. If the force majeure circumstance has directly affected the performance of obligations within the period of the Contract, this period shall be extended accordingly to the duration of the specified circumstances.

8.2. The party that fails to comply with its obligations, shall immediately notify the other party about the beginning, the expected duration and the termination of the specified circumstances.

9. CLAIMS

9.1. Check of quality and quantity of the Goods shall be made by the Buyer within 7 days of receipt of the Goods by the Buyer. The date of marks of the customs bodies of the location of the Buyer on the forms the Goods are accompanied with, at the arrival of Goods, is considered to be the date of receipt of Goods. Claims for the quality and quantity of the delivered Goods may be declared by the Buyer within 10 days from date of receipt of Goods.

9.2. The Parties shall make every effort so that disputes and faction, which may arise during the execution of the present Contract, are settled by negotiation and are best accomplished.

9.3. Disputes and faction, by which a mutual agreement has not been reached by the Parties, shall be resolved by the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in the City of Moscow, whose decision shall be final and binding on both parties. Russian will be the working language of arbitration.

9.4. The Parties are guided by the current legislation of the Russian Federation in the execution of the present Contract, as well as in the resolution of disputes and faction.

10. FINAL PROVISIONS

10.1. The Contract shall enter into force upon signature by both parties and shall continue until the Parties have fulfilled their obligations.

10.2. All the addendas and supplements to the present Contract are valid if they are made in writing and signed by both parties. The present Contract is written in Russian and English languages in two copies which have equal legal force, with one copy per each party, with both texts being fully authentic.

10.3. The Parties may terminate the Contract by mutual agreement. Until the moment of termination of the present Contract, the Parties shall fulfill all the obligations they have committed themselves to under the present Contract at the time of termination.

10.4. The Parties have agreed that the documents, which have been accorded, signed and transmitted by means of digital and facsimile communication facilities, should be legally binding in the subsequent replacing them with the originals.

11. LEGAL ADDRESSES OF THE PARTIES

11.1.The Seller:

The individual entrepreneur Viktoriya Vladimirovna Zakharkina

Tax Identification No. (INN) 44012424129645

Adress: 156002, city of Kostroma, 73-i, 4, prospect Tekstil'shchikov, Russian Federation

Account No. 40802840725511009310 in the bank VTB 24 (№3652) (public joint-stock company) Voronezh, 24, Plehanova, Russia Federation

SWIFT: CBGURUMMVOR

11.2.The Buyer:

Seller

Buyer

Stamp place

Stamp place

Addenda No.2 to the Contract No.0001-2015 from date 06.7.2015

The Specification

No.	Description of goods	Units of measure	Quantity	Unit Value	Subtotal value
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Total payment due: _____ USD

The final price given to conditions of CPT of the City _____

Delivery date pursuant to paragraph 4.4.: _____

Seller

Buyer

Stamp place

Stamp place