

CONTRACT OF SALE

coffee

" " _____ 2019

_____ represented by
_____, acting on the basis of
_____, hereinafter referred to as " **Seller** ", on
the one hand, and _____ on behalf of
_____, acting on the basis of
_____, hereinafter referred to as " **Buyer** ", on
the other hand, hereinafter referred to as "Parties" , concluded this agreement, hereinafter referred
to as the " **Agreement** ", as follows:

1. THE SUBJECT OF THE AGREEMENT

1.1. The seller sold and the Buyer bought instant coffee, hereinafter referred to as the "Product", on
_____ conditions in quantity, assortment, prices and terms specified in
Appendix No. 1, which is an integral part of this contract.

2. PRICE

2.1. The price of goods includes the cost of packaging, packaging and labeling, loading the goods on
board the vessel, packing the goods, insurance, freight.

3. TERMS AND CONDITIONS OF DELIVERY

3.1. Delivery of the goods under this contract must be made in the time stipulated in Appendix 1 to this
contract. The seller is granted the right to premature shipment of goods with the permission of the
Buyer.

4. PAYMENT

4.1. Payment under this contract is made by the Buyer as follows: The buyer transfers to the Seller's
account an advance payment in the amount of _____% of the amount of this contract. The Buyer
shall pay the remaining amount in the amount of _____% of the cost of the agreement through the
Bank within _____ days after receiving copies of the following documents:

☒☑☒☑☒☑☒☑ Seller's account in 3 copies;

- set of bills of lading in the name of the Trade House;
- specification in 3 copies .;
- certificate of quality in 3 copies, submitted by the Seller;
- insurance policy - one original and two photocopies;
- packing list in 1 copy. for each box.

All banking and other expenses in the territory of the Seller are borne by the Seller, and the Buyer shall bear the territory of the Buyer.

5. QUALITY OF GOODS AND GARA

5.1. The quality of the shipped goods must fully comply with the certificate in Appendix No. 1 to the contract.

6. PACKING AND MARKING

6.1. Packaging must ensure the complete safety of the goods and protect all types of transport and transportation with regard to transshipment.

6.2. On each box should be applied with indelible paint the following stencil marking in Russian:

- contract number;
- trance number;
- seat number;
- gross weight in kg .;
- name of the recipient;
- "Caution";
- "Do not throw";
- "Keep in a dry place."

6.3. On the boxes and products are not allowed any symbols not related to the subject of this contract.

6.4. In case of delivery of the Goods in a defective container, the Buyer has the right to return the goods to the Seller. In this case , transportation and other costs associated with the delivery and return of goods are charged to the Seller. The basis for the return of the goods will be the act drawn up at the destination.

7. SHIPPING ORDER

7.1. The seller informs by telegraph / telefax P to the proponent about the readiness of the goods for shipment no later than _____ days before the planned date of shipment.

7.2. In each separate invoice it is indicated: contract number, trance number, product, its quantity, number of boxes, gross and net weight. Corrections, additions and erasures in the invoice are not allowed.

7.3. After shipment of the goods, but not later than _____ hours after shipment, the Seller shall inform the Buyer by telegraph / fax of the following data:

- contract number;
- product name;
- trance number;
- number of the bill of lading;
- shipment date;
- total cost of the Goods;

- gross and net weight.

In addition, the Seller is obliged to send on the day of shipment by courier to the Buyer copies of invoices, detailed specifications and invoice in two copies.

8. HANDLING CHA ACCEPTANCE OF THE GOODS

8.1. Goods acceptance is made:

- by the number of places, according to the number specified in the invoice;
- by the number of products, according to the specifications and packing lists;
- in quality, according to the quality specified in the quality certificate, and the technical requirements of the contract.

9. ADVERTISEMENTS

9.1. Complaints may be submitted by the Buyer to the Seller no later than _____ months from the date of delivery regarding the quality of the Goods in case of non-compliance with the quality stipulated in the contract. With regard to the quantity - in case of shortage of goods.

9.2. The content and substantiation of the complaint must be confirmed either by an examination certificate of the RF CCI, or by an act drawn up with the participation of a representative of a disinterested competent organization in the Russian Federation, or by a commercial entity. This act is mandatory and final for both parties, confirming the quantity and quality of goods received in the country of the Buyer, and the basis for making possible recalculations.

9.3. If during acceptance of the goods on the territory of the Seller, the inconsistency of the delivered Goods with the terms of this contract is found, the Buyer has the right to require the Seller to reduce the cost of the Goods in relation to the agreement of the parties, or return the defective Goods to the Seller for replacement with a Good QualityProduct.

9.4. All shipping and other costs associated with the delivery and return of the defective goods are borne by the Seller.

9.5. Claims for a marriage can be made to the Seller if the marriage was discovered upon acceptance of the goods.

9.6. The Member shall be obliged to examine the complaint and respond to the Buyer on the merits of the complaint within _____ days, counting from the date of receipt by the Seller, but no later than _____ days from the date of its sending.

9.7. Calculations for claims are made by transferring the amount of money by the Seller to the account of the Buyer.

9.8. The complaint itself is attached to the complaint in 2 copies, the document supporting it and the confirmation of the recognition of the complaint by the Seller.

10. SANCTIONS

10.1. If the delivery of the goods is not made within the terms established in the contract, the Seller pays the buyer a penalty calculated in the cost of the Goods that were not delivered on time at the rate of _____% of the cost for each day of delay.

10.2. If the delay exceeds _____ days, the charge of the fine stops and the Seller pays the Buyer a penalty above the amount of the accrued penalty in the amount of _____% of the value of the goods not delivered on time. Payment of the fine and penalty does not relieve the Seller from the obligation to fulfill the contract.

10.3. If the delay in the delivery of this product or part thereof exceeds _____ days from the date of the deadline according to Appendix No. 1, in this case the Seller is obliged to pay the Buyer a penalty in the amount of _____% of the total contract amount or the short part of the contract, and the Buyer is entitled withdraw your cash.

10.4. In case of delivery of a defective product and / or quality non-compliant with the terms of the contract, the Seller pays the Buyer a penalty in the amount of _____% of the original value of the rejected goods charged to the Seller upon presentation of a complaint.

10.5. For incorrect labeling of packages, which do not comply with the terms of the contract, the Seller shall pay the Buyer a penalty in the amount of _____% of the value of the goods in the places with incorrect marking.

10.4. For a breach in the design of shipping documents and payment documents, the Seller must pay the Buyer a penalty in the amount of _____% of the value of the consignment.

10.5. For shipment of goods in defective packaging and / or packaging that does not comply with the terms of the contract, the Seller pays the Buyer a penalty in the amount of _____% of the value of the goods in such packaging.

10.6. Payment of the fine for violation of the terms of the contract for marking of cargo packages, improper execution of the shipping documentation does not exempt the Seller from compensation for damage caused to the Buyer due to the Seller's failure to comply with the specified terms of the contract.

11. FORCE MAJEURE

11.1. None of the parties will be responsible for the complete or partial failure to perform any of their duties if the failure is the result of force majeure, such as flood, fire, earthquakes and other natural disasters, as well as wars or military actions of various kinds, blockades , bans on exports or imports. If any of these circumstances directly affected the performance of the obligation within the period specified in the contract, then this period is commensurately postponed for the duration of the relevant circumstance.

11.2. The party for which the impossibility of performance of the obligation has been created, about the occurrence, the estimated period of validity and termination of the above circumstances is obliged immediately, but no later than _____ days from the moment of their occurrence and termination, notify the other party in writing. The facts stated in the notification must be confirmed by the TAP or another competent authority or organization of the country concerned. Failure to notify or late notification deprives the Seller of the right to refer to any of the above circumstances as a basis for exemption from liability for failure to fulfill the obligation.

11.3. If the impossibility of full or partial fulfillment of the obligation will exist for more than _____ months, the Buyer will have the right to terminate the contract in full or in part without the obligation to compensate for possible losses (including expenses) of the Seller.

12. ARBITRATION

12.1. All disputes and disagreements that may arise under this agreement or in connection with it are subject to the general courts, with the exception of jurisdiction, being resolved in the Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with the Rules of the Arbitration Court. The decision of the Arbitration Court is final and binding on both parties.

13. OTHER CONDITIONS

13.1. All fees, taxes and customs expenses in the territory of the country of the Seller related to the implementation of this contract are paid by the Seller and at its expense.

13.4. Obtaining export licenses, if any, is the responsibility of the Seller and is at its expense.

13.5. Since the signing of this contract, all previous negotiations and correspondence on it lose to the sludge.

13.6. None of the parties has the right to transfer their rights and obligations under the contract to third parties without the written consent of the other party.

13.7. Any changes and additions to this contract will be valid only if they are made in writing and signed by authorized persons of both parties.

13.8. This contract is made in 2 copies in Russian and English, both texts being authentic and have the same force.

13.9. The contract comes into force from the moment of receipt by the Seller of the advance payment.

14. LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES

Seller

Jur. address:

Mailing address:

TIN:

CAT:

Bank:

Ras. / Account:

Correspondent / account:

Bik:

Customer

Jur. address:

Mailing address:

TIN:

CAT:

Bank:

Ras. / Account:

Correspondent / account:

Bik:

15. SIGNATURES OF THE PARTIES

Seller _____

Customer _____