

**SAMPLE of  
CONTRACT OF SALE  
NO. UA 27957994527**

ELMIR (Kharkiv, Ukraine), hereinafter referred to as the "Seller", represented by Mr Sergiy Pidlubko, Marketing Director, acting on the basis of the Letter of Assignment,

ALI NATIONAL COMPUTERS OOO (Tashkent, Uzbekistan), hereinafter referred to as the "Buyer", represented by Ms. \_\_\_\_\_, Export Order Manager, acting on the basis of the Charter, on the other hand, hereinafter referred to as the "Parties", have entered into this Contract as follows:

**Terms used in the Contract**

Goods - computer components specified in Annex 1.

1. Subject of the Contract.

1.1. The Seller undertakes to transfer the Goods to the Buyer's ownership, and the Buyer undertakes to accept and pay for the Goods.

1.2. The Seller grants the Buyer the right to sell the Goods in the territory of Uzbekistan, which is exclusive and non-transferable.

1.3. The Buyer sells the Goods as an independent merchant. He sells the Goods on his own behalf and at his own expense and from his own stock.

2. Obligations of the Parties

2.1 The Seller sells the Goods to the Buyer in the quantities, at the price and on the terms agreed in the Annexes, which are an integral part of this Contract.

2.2. The Seller shall provide the Buyer with all necessary technical documentation for the storage, handling, use and advertising of the Goods in Ukrainian.

2.3. The Buyer shall take all necessary measures to sell the Goods in the region.

2.4. The Buyer shall be fully liable and pay the applicable taxes, excise duties, import duties and other fees, as well as those introduced in the future, which are imposed, charged, collected in the Region or its part and applied to the Buyer's activities in transactions with the Goods.

2.5. The Buyer shall ensure that the appropriate licence and other necessary permits for the import of goods into the Region are obtained.

3. Prices and quantities.

3.1. The Buyer shall purchase the Goods in the quantities, at the prices and on the terms and conditions set forth in the Appendices to this Contract.

3.2. The prices for the Goods are set in US dollars, the price per unit of goods, including the cost of packaging, labelling, instructions for use in Ukrainian and do not include VAT.

4. Terms of shipment and acceptance of the Goods. Quality.

4.1 The base of delivery of the Goods is ELMIR, Kharkiv, Ukraine.

Warehouse addresses:

a) ELMIR at 6/21 Korolenko St., Kharkiv, Kharkiv region, 61000, Ukraine

and/or

b) ALI NATIONAL COMPUTERS OOO at the address: 1A Labzak Street, Shaikhantakhur District, Tashkent, 100011, Uzbekistan.

4.2 The terms and address of delivery of the Goods are specified in the Annexes to this Contract.

4.3. The Goods shall be considered as shipped by the Seller and accepted by the Buyer:

a) if the net weight and/or number of packages correspond to the net weight and/or number of packages specified in the delivery note;

b) if the quality corresponds to the quality specified in the quality certificate (or standard certificate of analysis).

4.4. The Buyer undertakes to check the Goods for compliance with the criteria specified in sub-clauses. 4.3.a).

4.5. The Goods must be included in the "List of Consumer Goods" permitted for use in Uzbekistan in 2021" and/or the Annex thereto.

4.6. The quality of the Goods is certified by a quality certificate (or a standard certificate of analysis) issued by the Manufacturer. The packaging of the Goods is not ozone-depleting.

4.7. Any claim regarding the quantity or quality of the delivered Goods must be submitted to the Seller within 15 days from the date of receipt of the Goods. Otherwise, the delivered Goods shall be deemed to be defect-free. The Buyer waives its rights referred to in Article 6 if such notice is not provided to the Seller within the specified period of time.

5. Force Majeure.

5.1. The Parties shall be released from liability for partial or complete failure to fulfil their obligations under this Contract if it is the result of force majeure, namely circumstances beyond the control of the respective party, including floods, earthquakes or other natural disasters, embargoes, wars, decisions of the Government or Administrative authorities and other actions that prevent the Parties from properly fulfilling their obligations under this Contract.

5.2. The affected Party shall notify the other Party in writing of the occurrence and termination of the above circumstances. The notification shall be confirmed by the Chamber of Commerce of the country where the force majeure event occurred.

5.3. If these circumstances last for more than 2 months, the parties shall meet to reach a compromise solution.

6. Responsibility of the parties.

6.1. If the delivery is defective and the Buyer has duly notified the Seller in accordance with clause 4.7, the Buyer has legal rights in such cases:

a) in case of insufficient delivery, the Seller shall deliver the insufficient quantity within the appropriate time limit;

b) in the event of defective delivery, the Seller shall have the right, at its option, either to remedy the defect or to deliver good goods to the Buyer.

The Seller is entitled to a single performance only. The Buyer may withdraw from the contract or demand a reduction in the sale price.

In addition, the Seller does not give any warranty, especially for the ability to sell the Goods.

The Seller's liability is limited to the sale price of the Goods. In no event shall the Seller be liable for profits and indirect or consequential damages.

6.2. All services provided by the Seller are intended to be used by experienced persons acting at their own risk. The Buyer waives all claims against the Seller for results or losses arising from such instructions, recommendations and other services.

6.3. In case of violation of the delivery or payment terms, the Parties shall pay a penalty in the amount of 0.1% of the overdue amount for each day of delay, but not more than 8%.

6.4. If the Seller has not delivered the Goods to the Buyer within 45 days from the date of receipt of the prepayment to the Seller's bank account, the Seller undertakes to return the received funds to the Buyer's bank account within 60 banking days from the date of their receipt. In the event of a refund, the Seller shall be released from its obligation to deliver the Goods.

7. Arbitration.

7.1. The Parties will take all measures to resolve all disputes and disagreements that may arise out of or in connection with this agreement through negotiations.

7.2. If the Parties are unable to reach an agreement, all disputes and disagreements shall be referred to the International Commercial Arbitration Court of the Ukrainian Chamber of Commerce and Industry in accordance with the rules of the International Commercial Arbitration Court. Ukrainian substantive law shall apply. The arbitration will be conducted in Ukrainian by one arbitrator, based on the Uzbek text of this Contract.

7.3. The award of the Arbitral Tribunal shall be final and binding on both parties to the Contract.

7.4. The place of arbitration shall be the city of Kyiv. Kyiv.

The language of the arbitration shall be Ukrainian.

8. Other terms and conditions.

8.1. The Contract shall enter into force upon signature by both Parties and shall be valid until 31.12.2021 for deliveries and until the Parties have fully fulfilled their obligations for payments.

8.2. All additions and amendments to this Contract shall be valid only if they are made in writing and signed by the authorised representatives of both Parties.

8.3. After signing this contract, all previous negotiations and correspondence regarding it shall be deemed invalid.

8.4. In case the Seller delivers the Goods to the Buyer with deferred payment terms, the latter agrees to assist the Seller in obtaining information about the Buyer's creditworthiness. In this case, the Contract shall enter into force only after the Seller's credit department has verified the Buyer's creditworthiness.

8.5. This Contract is made in two copies in Uzbek and Ukrainian languages, respectively, one copy for each Party. Fax copies of the Contract and its annexes shall be deemed valid.

Details of the Parties

SELLER

ELMIR

6/21 Korolenko str., Kharkiv, Kharkiv region,  
61000, Ukraine

BUYER

ALI NATIONAL COMPUTERS OOO

Labzak str. 1A, Shaikhantakhur district, Tashkent,  
100011, Uzbekistan

SIGNATURE

PRINT

# SAMPLE of SERVICE CONTRACT

M. Kharkiv " " \_\_\_\_\_ 2023 p.

\_\_\_\_\_  
(name of the organisation or full name) acting on the basis of the power of attorney, here in after referred to as the "Customer", and Sotis LLC, (company name or full name)

acting on the basis of the Charter,

(Charter, regulations, power of attorney)

hereinafter referred to as the "Contractor", have entered into this agreement as follows.

## 1. Subject of the Agreement

1.1. Under the service agreement, the Contractor undertakes to provide the services specified in clause

1.2 hereof, and the Customer undertakes to pay for the ordered services.

1.2. The Contractor undertakes to provide the following services:

Washing machine repair,

hereinafter referred to as the "Services".

1.3. The term of work is from " " September 2023 to " " October 2023. The Contractor has the right to complete the work ahead of schedule.

1.4. The Services shall be deemed rendered upon signing of the Services acceptance certificate by the Customer or its authorised representative.

## 2. Rights and obligations of the parties.

2.1. The Contractor shall:

2.1.1. Provide the Services of proper quality.

2.1.2. Provide the Services in full and within the period specified in Clause 1.3 hereof.

2.1.3. At the request of the Customer, correct all identified deficiencies free of charge within 10 days.

2.1.4. The Contractor shall perform the work personally.

2.2. The Customer is obliged to:

2.2.1. The Customer is obliged to pay for the work at the price specified in clause 3 of this Agreement within 3 days from the date of signing the acceptance certificate for the Services.

2.3. The Customer has the right to:

2.3.1. At any time to check the progress and quality of the work performed by the Contractor without interfering with its activities.

2.3.2. To withdraw from the Agreement at any time before signing the act by paying the Contractor a part of the established price in proportion to the part of the Services provided before receiving the notice of the Customer's withdrawal from the Agreement.

## 3. Contract price and payment procedure

3.1 The price of this Agreement shall consist of the remuneration to the Contractor in the amount of \_\_\_\_\_2000\_\_\_\_\_ (two thousand) UAH and the amount of the Contractor's expenses in the amount of \_\_\_\_\_1000\_\_\_\_\_ (one thousand) UAH.

3.2. The price of this Agreement is: 3000 (three thousand) UAH.

3.3. Payment of the contract price by the Customer to the Contractor shall be made by transferring funds to the current account of the Contractor specified in this Agreement.

#### 4. Responsibility of the Parties

4.1 For violation of the term of provision of the Services specified in clause 1.3 hereof, the Contractor shall pay the Customer a fine of 0.1% of the contract amount and a penalty at the rate of 0.1% of the contract amount for each day of delay.

4.2. Measures of liability of the parties not provided for in this Agreement shall be applied in accordance with the civil law in force in Ukraine.

4.3. Payment of the penalty shall not relieve the Contractor from fulfilling its obligations or eliminating violations.

#### 5. Dispute Resolution Procedure.

5.1. Disputes and disagreements that may arise during the performance of this Agreement will be resolved through negotiations between the parties, if possible.

5.2.If it is impossible to resolve disputes through negotiations, the parties shall submit them to court after the implementation of the procedure for pre-trial settlement of disputes provided for by law.

#### 6. Final provisions.

6.1. Any amendments to this Agreement shall be valid only if made in writing and signed by the authorised representatives of the parties. Appendices to this Agreement shall constitute its integral part.

6.2 This Agreement is drawn up in two counterparts in the Ukrainian and Uzbek languages. Both copies are identical and have equal force. Each party shall have one copy of this Agreement.

Addresses, details and signatures of the parties.

Customer Contractor:

Sagdiyeva I.A. Sotis LLC

19, Hamid Olimjan str. 25, Yaroslav the Wise str,

Jizzakh, 130100, Uzbekistan city. Kharkiv - 61002,