

CONTRACT № _____

Date _____

Taiginsky Karer LLC , represented by Director, Mrs. Liudmila Kondratieva, hereinafter referred to as the “**SELLER**”, on one part, and

_____, represented by _____, hereinafter referred to as the “**BUYER**”, on the other part (each of the Buyer and Seller are referred to herein individually as “Party” or collectively “Parties”), have agreed the following contract (“Contract”):

1.CONTRACT SUBJECT

1. The Seller agrees to sell, and the Buyer agrees to buy the product (hereinafter “Goods”) in assortment, quantity and quality, in accordance with this Contract.

1.1. The Goods/ Quantity:

Graphite grade _____; min. carbon content ____%, ash max. ____%, moisture max. ____%;

Sieving: _____

Quantity: _____ **metric tonnes (MT).**

2. DELIVERY TERMS

2.1. _____ **(INCOTERMS 2010)**

Delivery address: _____

2.2. Basic terms of Goods delivery according to INCOTERMS 2010.

2.3. The delivery terms will be specified in purchase orders (the “Order”) for every shipment, which will be attached to this Contract and form an integral part thereof.

2.4. Orders shall be made by the Buyer in writing, which include description of the Goods, quantity, packing, place of delivery; orders shall be sent via fax or e-mail.

2.5. The date of shipment is considered the date of composing customs declaration by the exporting Party.

2.6. The date of delivery is the date specified by the Buyer in the consignment note (CMR) with a signature of the Buyer (i.e. the date of the goods handover to the Buyer).

2.7. Delivery dates:

3. PRICE AND TOTAL AMOUNT OF THE CONTRACT

3.1. Unit price: _____ **USD/ 1 MT**

The price is considered as established on the term _____ (INCOTERMS 2010).

3.2. The total value of the Contract is _____ **USD**

(_____ **USD 00 cents**), including cost of the Goods, tare, packing, loading, marks, sending information on shipment of the Goods, warehousing of the Goods, delivery of the Goods.

3.3. Basic prices of the Goods, including the unit of measure for Goods and price per unit are specified in purchase orders to the Contract in accordance with INCOTERMS 2010.

3.4. The prices of the Goods are fixed in US dollars.

4. TERMS OF PAYMENT

4.1. The Buyer shall pay 100% prepayment for the Goods within 5 (five) business days after the date of invoice receiving.

4.2. Currency of payment is US Dollars.

4.3. The date of payment is considered the date of money's receipt to the current bank account of the Seller indicated in the bank details in the present Contract.

4.4. Commission fees of the Buyer's bank and Buyer's correspondent bank are paid by the Buyer, commission fees of the Seller's bank and Seller's correspondent bank are paid by the Seller.

5. PACKAGING AND MARKING

5.1. The Seller shall provide an appropriate packaging that guarantees safety of the Goods from any damage during transportation, shipment and load handling.

Packaging: **non-returnable 1mt laminated Big Bags, neutral (without marks), 4 loops, no bottom discharge, on pallets.**

5.2. The cost of packaging/marketing is included into the price of the Goods.

6. TERMS OF GOODS' SHIPMENT

6.1. The Seller shall ship each consignment of the Goods to ensure delivery of Goods pursuant to the INCOTERMS 2010 of the present Contract.

6.2. The Seller shall notify the Buyer in writing about the Goods readiness for shipment.

6.3. The Seller shall provide with the Goods the following set of documents

- Invoice (3 originals),
- Certificate of Quality,
- Certificate of Origin.

7. THE ORDER OF GOODS TRANSFER

7.1. The order of Goods transfer shall be made in quantity according to the number of places and weights, mentioned in documents accompanying the Goods.

7.2. The transfer and acceptance of the Goods shall be made by following the agreed delivery terms.

7.3. The date of ownership on Goods transfer from the Seller to the Buyer is considered to be the delivery date.

8. PARTIES' RESPONSIBILITY

8.1. The Seller shall:

8.1.1. Ship the Goods to the Buyer in accordance with the terms of the present Contract;

8.1.2. Send the copies of documents mentioned in clause 6.3. to the e-mail address specified in the Buyer's purchase order on the day of Goods' dispatch;

8.2. The Buyer shall:

8.2.1. Pay for the Goods according to clause 4 of the present Contract;

8.2.2. Accept the Goods according to the terms of the present Contract.

9. GUARANTEES

The Seller guarantees the quality of the Goods fully corresponding to the agreed specifications and to the certificate of quality issued for each delivery of the Goods. The Goods are free from any defects, both latent and patent, and the Goods are in full compliance with all applicable laws. The Seller also guarantees that all purchased Goods are free and cleared from any obligations, claims and encumbrances.

10. CLAIMS

10.1. Buyer has a right to check the Goods upon receipt at the shipping destination. Claims must be presented to the Seller in form of written notification within 30 (thirty) working days upon Goods' receipt and prior to the Goods further processing or other use of the Goods. If defects are impossible to discover upon receipt of the Goods, the Seller shall be notified in writing within 30 (thirty) working days of Buyer's detection of the defects. Failure to present such notice to the Seller shall constitute full waiver of the claims by the Buyer.

10.2. The Seller shall consider a claim within 14 days from the date of claim's receipt.

10.3. If any Good delivered hereunder does not meet the agreed specification, the Buyer shall be entitled to request the payment of the purchase price of the relevant delivery of non-conforming Goods at the Seller's expense or to request replacement of non-conforming Goods with conforming Goods.

10.4. Seller shall indemnify and hold harmless the Buyer, its affiliates and subsidiaries, as well as its respective agents, officers, directors and employees, from any claims, including third-party claims, charges, demands, liabilities, fines, losses, damages, costs and expenses, including reasonable fees and expenses for attorneys, arising from the following circumstances: Seller violates guaranties or any other obligations set in this Contract; negligence, gross negligence, bad faith, deliberate acts of the Seller or its employees or other representatives.

10.5. Seller's obligations under this Clause apply in case of direct claims by the Buyer

to the Seller, as well as third party claims.

11. FORCE MAJEURE

11.1. If the Seller is not able to perform its obligations under this Contract in full effect or partially because of circumstances of insuperable force, such as civil war, mobilization, military conscription of large scale, riots, insurrections and revolutions, strikes, labor disputes, sabotage, requisition, confiscation, nationalization, embargo, seizure or judicial decrees; natural disasters such as violent storms, earthquakes, harm by lightning, fire, explosions, faults or delays in deliveries from subcontractors owing to circumstances stated above, the performance of the obligation under the Contract shall be suspended without incurring any liability for compensation whatsoever.

11.2. The Party which is not able to fulfill its obligations according to the terms of the Contract due to force majeure is obliged to notify the other Party immediately in writing and provide the date force majeure began and its expected duration. Facts, containing notification have to be confirmed by the Chamber of Commerce or other bodies or organizations of the relevant country.

12. COURT AND GOVERNING LAW

12.1. Disputes that arise in execution of the Contract, and all disputes regarding modification or cancellation of the Contract are subject to friendly solution via negotiations and mutual compromise. If the Parties fail to come to an agreement, the case shall be submitted for settlement to the Arbitration Court of _____. The governing law for this contract and any possible disputes connected with it is under the law of _____.

13. MISCELLANEOUS

13.1. Neither Party shall transfer or assign its rights or obligations under the Contract to any third party without the prior written approval of the other Party.

13.2. Any amendments and attachments shall be valid only if made in writing and properly signed by the authorized representatives of both Parties.

13.3. Since the Contract and its appendixes become effective all the preliminary negotiations and correspondence lose its force. The Contract and its appendixes in form of purchase Orders constitute the entire understanding between the Parties.

13.4. The Contract is drawn up in English, in two copies, one copy for each Party. Signed contract transmitted by fax and agreed by the Parties is an official, legally valid document.

13.5. An effective date of the Contract is the day of its signature by both Parties. The Contract shall expire on _____201_, without any further formalities. This Contract may be extended upon the prior mutual written agreement of the Parties. Either Party may terminate this Contract by providing to other Party a written notice six (6) months prior.

14. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

SELLER:

BUYER:

Taiginsky Karer LLC

Legal address:
1-A Mira street,
Taiginka village
456862 Kyshtym
Chelyabinsk region,
Russia
Export department:
Phone/ Fax: +7(351) 247-47-07
E-mail: sales@uralgrafit.com

Address:

Bank details:

Bank details:

Seller:
Liudmila Kondratieva

Buyer:

