

SUPPLY CONTRACT

Shenzhen city

«__» _____ 202__

Shenzhen Angara International Trading Co.

herein after referred to as the "Supplier", represented by the owner Zabiiaka Maksim , on the one hand, and

_____, hereinafter referred to as the "Buyer", represented by _____, on the other hand, have entered into this agreement (hereinafter referred to as the Agreement) as follows:

1. SUBJECT OF CONTRACT

1.1 The Supplier undertakes to transfer to the ownership of the Buyer the Goods agreed by the Parties in Enclosure No. 1 to the Agreement (Order Form), and the Buyer undertakes to pay the Supplier a certain amount in RMB in accordance with this Agreement and accept the goods on the terms specified in Enclosure № 2.

1.2 The name, quantity of the Goods are indicated in Enclosure No. 1, which is an integral part of the Agreement. The price, delivery time, payment procedure are agreed by the Parties in Enclosure No. 2 (Goods specification), which is an integral part of the Agreement.

1.3 The right of ownership to the purchased Goods, as well as the risk of accidental loss of the Goods, shall pass to the Buyer at the time of the transfer of the Goods to him, his representative, or a transport organization.

1.4 At the time of agreeing the terms of each individual delivery, the Goods that are the subject of this delivery must not be pledged, it must not be seized, and likewise, the specified Goods must not be the subject of claims from third parties.

1.5. By concluding this Agreement, the Buyer takes into account that the Goods are supplied from the People's Republic of China.

1.6. All changes and additions to the parameters specified in Enclosure No. 1 are agreed by the Parties by amending Enclosure No. 1 (the Enclosure signed by the latest date is considered relevant).

2. PAYMENT AND SUPPLY TERMS

2.1. Payment for the Goods is made by the Buyer in the manner agreed by the Parties in Enclosure No. 2.

2.2. Checking the Goods in terms of quantity and assortment is carried out at the time of its transfer to the Buyer. In case of detection of defects, the Buyer must immediately notify the Supplier in writing. If the Buyer fails to make a written claim regarding the quantity and assortment of the Goods at the time of its acceptance, the Supplier's obligations to transfer the Goods in the quantity and assortment specified in the invoices are fulfilled.

2.3. If the Buyer receives the Goods from a transport organization, the Buyer must check the quantity and assortment of the Goods, and in case of a discrepancy with the invoice, notify the Supplier in writing within 3 (Three) calendar days from the date of receipt of the Goods.

2.4. The Buyer is not entitled to refuse the Goods transferred by the Supplier, from its payment and demand a refund of the amount paid.

2.5. The Buyer's obligation to pay for the Goods is considered fulfilled after the funds are credited to the Supplier's settlement account.

2.6. The price of the Goods is set in yuan and includes other taxes and fees, the cost of packaging, packaging and delivery to the Buyer's warehouse, other conditions may be agreed by the Parties in Enclosure No. 2.

2.7. The basis for the delivery is the Order Form sent by the Buyer to the Supplier in writing (Enclosure No. 1) via e-mail.

2.8. The Supplier starts preparing a consignment of the Goods only after receiving the Specification signed by the Buyer (Enclosure No. 2).

2.9. The Supplier undertakes to search for the goods necessary for the Buyer in China (Appendix No. 1), buy them, deliver across China to the border point for subsequent customs clearance at the expense of the Buyer.

2.10. The Supplier assumes the responsibility for the export clearance of the goods from Enclosure No. 1 at the expense of the Buyer.

3. PARTIES' RESPONSIBILITIES

3.1. When fulfilling obligations under this agreement, each party is liable for violation of the terms of the agreement and losses incurred by the other party as a result of such violation.

3.2. The party that has not fulfilled its obligations under the contract is obliged to compensate the other party for all losses caused to it, including lost profits and expenses associated with the restoration of the concluded contract.

3.3. In case of unforeseen circumstances, such as natural disasters, wars, economic and political crises and other force majeure circumstances, the parties are released from liability for failure to fulfill their obligations under the contract during the period determined by force majeure circumstances.

3.4. In case of disputes and disagreements between the parties under this agreement, they undertake to resolve them through negotiations and cooperation in the spirit of mutual trust and respect. If it is impossible to resolve disputes and disagreements through negotiations within 60 days, the parties undertake to apply for resolution of the dispute to the International Chamber of Commerce.

4. FORCE MAJEURE CIRCUMSTANCES

4.1. The Parties shall not be liable for failure to fulfill any of their obligations, with the exception of obligations to pay for the delivered goods, if they prove that such failure was caused by Force Majeure, i.e. events or circumstances that are really beyond the control of such Party, which occurred after the conclusion of this agreement, are of an unforeseen and unavoidable nature. Force majeure circumstances include, in particular, fires, floods, earthquakes, hostilities, etc. and their consequences, as well as prohibitive measures of state bodies, if these circumstances directly affected the execution of this agreement.

4.2 In the event of force majeure circumstances, the deadline for fulfilling obligations under the contract is postponed for the period during which such circumstances will operate.

4.3. The Party for which it has become impossible to fulfill obligations under this Agreement due to the occurrence of force majeure circumstances must immediately inform the other Party in writing about the occurrence of the above circumstances, and within 30 days provide the other Party with confirmation of force majeure circumstances. Such confirmation will be a certificate or other relevant document issued by the Chamber of Commerce and Industry or another organization performing similar functions located at the place of occurrence of force majeure.

5. DISPUTE SETTLEMENT PROCEDURE

5.1. All disputes that may arise during the performance of the terms of the Agreement, the parties will seek to resolve through negotiations, exchange of letters, clarification of the terms of the Agreement, drawing up the necessary protocols, additions and changes.

5.2. If disputes cannot be resolved through negotiations within 60 days from the date of their occurrence, they may be referred to the Arbitration Court at the Chamber of Commerce and Industry.

5.3. The trial will be held in accordance with the procedures provided for by the rules of the Arbitration Court at the Chamber of Commerce and Industry, as well as other rules agreed by the parties.

5.4. The decision of the Arbitration Court at the Chamber of Commerce and Industry is final and binding on both parties.

5.5. The court may be considered in any of the languages accepted by the parties.

5.6. If either party refuses to participate in the proceedings of the arbitration court or does not fall under its jurisdiction, the other party may apply to the competent court of its country. . If disputes cannot be resolved through negotiations within 60 days from the date of their occurrence, they may be referred to the Arbitration Court at the Chamber of Commerce and Industry.

6. OTHER CONDITIONS

6.1. This Agreement may be amended and/or supplemented by the Parties during the period of its validity. All changes and/or additions must be duly executed and signed by the Parties.

6.2. The parties are not entitled to terminate the contract unilaterally.

6.3. Each Party is not entitled to transfer its rights and obligations under the Agreement to third parties without the prior consent of the other Party.

6.4. This Agreement comes into force from the moment of its signing by the Parties and is valid until " _ " _____ 202_ . The expiration of the specified period does not release the parties from the performance of obligations, the performance of which was not completed as of the specified date.

If none of the parties, 30 calendar days before the end of the period specified in this clause, has declared its intention to terminate it, the contract is automatically extended for the next calendar year. The number of extensions is not limited.

6.5. If one of the Parties changes its legal address, name, bank details, etc., it is obliged to notify the other Party in writing within 3 days.

7. LEGAL ADDRESSES AND BANK INFORMATION

Supplier:

Company Name:Shenzhen Angara International Trading Co.

Address: Room 3502, Building T2, Shimao Capital, Huanggekeng Community, Longcheng Street,
Longgang District, Shenzhen, China

Bank Name :BANK OF SHANGHAI SHENZHEN BRANCH

Account No: 0039291003005677334

Tax number: 91440101MA9Y7UTN74

Bank Address : 11TH FLOOR,PHASE2, UPPERHILLS(SOUTH AREA),NORTHEAST SIDE OF CAITIAN ROAD &
WEST SUNGANG ROAD, FUTIAN DISTRICT, SHENZHEN CHINA

CIPS/SWIFT :BOSHCNSHSZA

_____ / _____ /

Buyer:

Company name:

Company address:

Bank name:

Account number:

Tax registration number:

CIPS(Swift Code):

_____ / _____ /

Enclosure №1
To Supply Agreement № _____
«___» _____ 202__ г.

Order form

	City _____	«___» _____ 202__ г.		
	1. Supplier:	Shenzhen Angara Trust trading company		
	2. Buyer:			
	3. Order list:			
	№	ITEM NAME	UNIT	QUANTITY
	1		pcs	

From Supplier _____/_____ Company Seal	From Buyer _____/_____ Company Seal
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Enclosure №2
To Supply Agreement № _____
« ____ » _____ 202__ г.

SPECIFICATION № ____
for the supply of Goods consignment

	City _____	« ____ » _____ 202__ г.			
	1. Supplier:	Shenzhen Angara Trust trading company			
	2. Buyer:				
	3. Shipping date:				
	4. Items list and price:				
№	ITEM NAME	UNIT	QUANTITY	PRICE PER UNIT	TOTAL AMOUNT
		pcs			
Total, RMB					
	Total amount: RMB 5. Payment Terms: 100% prepayment 6. Delivery Terms : Package Marking _____ Delivery type _____ 7. Goods manufacture warranty ____				

From Supplier _____ / _____ / Company Seal	From Buyer _____ / _____ / Company Seal
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