

## SUPPLY AGREEMENT

This Supply Agreement is made and entered into as of 21.03.2024, by and between **Tea Traders International FZ-LLC**, a company organized and existing under the laws of UNITED ARAB EMIRATES, with a principal place of business located at **Ras Al Khaimah Economic Zone, Al Hamra Industrial Zone, Ras Al Khaimah, UAE** ("Supplier"), and [Please put here your company name], a company organized and existing under the laws of UNITED ARAB EMIRATES, with a principal place of business located at [Please put here your company adres] ("Buyer").

WHEREAS, the Supplier is engaged in the sale of tea and related products;

AND WHEREAS, the Buyer wishes to purchase tea and related products from the Supplier, and the Supplier wishes to sell tea and related products to the Buyer in accordance with the terms and conditions set forth herein.

THEREFORE, considering the above and the mutual agreements contained herein, the parties have agreed as follows:

### Product and Supply

1.1 The Supplier agrees to sell, and the Buyer agrees to buy, the tea products listed in the invoice.

1.2 The Supplier agrees to supply the Products in accordance with the quantities and prices as per the invoice.

### Orders

1.1 The minimum quantity for each item have to be equal or above 1kg.

### Prices and Payment

2.1 The prices for the Products are set by the Supplier in the price list available at: <https://teatraders.co/pages/wholesale>, and are considered fixed for the next order at the moment of its confirmation.

2.2 Payment for the Products must be made by the Buyer to the Supplier within 30 days from the actual delivery of the products to the Buyer.

### Delivery

3.1 Delivery of the Products must be made within 5 days from the Buyer's confirmation of the order.

3.2 Ownership and risk of loss of the Products transfer to the Buyer upon delivery of the Products to the delivery location specified by the Buyer.

### Quality and Inspection

4.1 The Supplier guarantees that the Products will meet the specifications and quality standards.

4.2 The Buyer has the right to inspect and taste the Products upon receipt. If any Products are found to be defective or non-conforming, the Buyer must notify the Supplier, and the Supplier must replace the defective Products at no additional cost to the Buyer.

### **Term and Termination**

5.1 This Agreement comes into effect on the Date of Entry and will remain in effect until terminated by either party with 10 days prior written notice to the other party.

5.2 Either party may immediately terminate this Agreement if the other party breaches any of its obligations under this Agreement and fails to remedy such breach within 10 days after receiving written notice of the breach.

### **Force Majeure**

6.1 Neither party shall be liable for failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond reasonable control, including, but not limited to, natural disasters, war, government regulations, disasters, strikes, and supply disruptions.

### **Governing Law**

7.1 This Agreement shall be governed and construed in accordance with the laws of the United Arab Emirates.

### **Product Return**

8.1 The Buyer has the right to return unsold Products to the Supplier within 90 days after their delivery, provided that such Products are in proper condition, storage conditions have been met, their packaging is intact, and all consumer properties are preserved.

8.2 The Supplier agrees to accept the returned Products and refund the unsold Products within 30 days after their return according to the prices in the invoice for that delivery.

BY THE PARTIES' CONFIRMATION, they have executed this Agreement as of the above date.

**Tea Traders International FZ-LLC**  
**Ras Al Khaimah Economic Zone,**  
**Al Hamra Industrial Zone, Ras Al Khaimah, UAE**

Signature: \_\_\_\_\_

Name: **Daniil Gagarin**

Title: **General Manager**

[Please put here your company name,  
Licence number, and address]

Signature: \_\_\_\_\_

Name:

Title: