

Purchase and sale Agreement No. _____

dated _____, 20____

Taunigma FZE (license No. 9911), hereinafter referred to as the “**Seller**”, represented by Managing Director Oxana Vishnichenko, acting on the basis of the Decision of the Founders, on the one part, and _____, hereinafter referred to as the “**Buyer**”, on the other hand, collectively hereinafter referred to as the “**Parties**”, and separately as it was mentioned above or the “**Party**”, have made this Purchase and Sale Agreement (hereinafter – the “**Agreement**”) about the following:

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The **Seller** is obliged to transfer to the possession of the **Buyer** equipment (hereinafter referred to as the **Product**), name, quantity and other characteristics of which are specified in Annex No.1 to the present **Agreement**. Annex No.1 is the integral part of the **Agreement**. The **Buyer** is obliged to accept the **Product** and pay for it, due to the terms of the present **Agreement**.

2. SETTLEMENT PROCEDURE

2.1. Full price of the Product (price of the present Agreement) is 5,775 (five thousand seven hundred seventy five) US dollars;

2.2. Payment for the Product can be made by cash or by bank transfer by way of 100 % payment of the invoice issued by Seller, within thirty (30) calendar days from the order;

2.3. In case of failure to pay on time for invoices mentioned in p. 2.2. of this **Agreement**, this **Agreement** is terminated unilaterally without refund of the payments made by the **Buyer**;

2.4. Payments made by the **Buyer** under this **Agreement** are non-refundable.

3. PRODUCT DELIVERY CONDITIONS

3.1. The **Product** is transferred to **Buyer** (or to any third party due to the **Buyer's** decision) within 30 calendar days from the payment of the total purchase price;

3.2. The **Product** can be transferred to the **Buyer** only on the territory of the United Arab Emirates. **Product** transfer is regulated by Delivery-Acceptance Act according to Annex No.2 to the present **Agreement**, signed by the authorized representatives of both **Parties**;

3.3. All **Product** delivery expenses are paid by the **Seller**.

2. LIABILITY OF THE PARTIES

2.1. If obligations under this **Agreement** are failed to fulfill or fulfilled improperly by any of the **Parties**, the guilty **Party** takes all the responsibility according to the legislation of the United Arab Emirates.

5. CHANGE AND TERMINATION OF AGREEMENT

5.1. All changes and supplements to the present **Agreement** are valid if they are made in written form and signed by the authorized representatives of the **Parties**;

5.2. The **Agreement** can be terminated:

- upon mutual agreement of the **Parties**;
- unilaterally by the **Seller** in case of failure to pay on time by the **Buyer** for invoices mentioned in p. 2.2. of this **Agreement**;
- if there occurs any force majeure circumstances set in the paragraph 6 of the present **Agreement**.

6. FORCE MAJEURE

6.1. In case of emergencies which makes the implementation of the present **Agreement** impossible or partly impossible for one of **Parties**, such as: fire, flood, earthquake, war, military operations, strike, social conflicts, blockade, embargo, changes of the current legislation and other possible force majeure circumstances which do not depend on **Parties**, terms of obligations under the present **Agreement** are prolonged for the period when these circumstances exist.

7. FINAL PROVISIONS

7.1. The present **Agreement** enters into force from the date of its signing by both **Parties** and continues till the **Parties** fulfill their obligations in full according to the present **Agreement**;

7.2. The present **Agreement** represents the full text of the agreement, made between the **Parties**, and replaces all the preceding **Parties'** agreements, promises and intentions, both oral and written, about the subject of the **Agreement**;

7.3. The **Parties** will do their best to solve all the disputes arising from the present **Arrangement** through negotiations;

7.4. If the consensus is impossible to reach by way of negotiations, the disputes shall be resolved in accordance with the legislation of the United Arab Emirates;

7.5. The present **Agreement** includes the following Annexes which form its integral part:

- Annex No.1 – **Product** Specification;

- Annex No.2 – Delivery-Acceptance Act.

8. PARTIES' ADDRESSES AND DETAILS

8.1. Seller:

TAUNIGMA FZE, License No.: 9911 dated October 29, 2012, P.O. Box 50212, Sharjah, UAE

Address: E-LOB office No. E-42GT-23, Hamriyah Free Zone, Sharjah, UAE

Account (USD): AE280260000514623059102 in Emirates NBD, SWIFT Code: EBILAEAD

8.2. Buyer:

9. SIGNATURES AND SEALS OF THE PARTIES

9.1. Seller:

L.S.

9.2. Buyer:

L.S.

SPECIFICATION OF PRODUCT FOR DELIVERY

No.	Name of Product (Model)	Quantity, items	Price per 1 item (including VAT), USD	Total price (including VAT), USD
1	<p>Taunigma-Display Interactive advertising and computer system includes:</p> <p>1. Digital LED-display, with:</p> <ul style="list-style-type: none"> • Screen size: 40" • Resolution: 1920x1080 • Brightness: 350 nit • Aspect Ratio: 16:9 • Contrast Ratio: 5000:1 • Viewing angle (H/V): 178:178 • Connection: HDMI (CEC compatible) Analog D-SUB, USB, IR • Built-in TV-tuner • Audio System: Yes • The holder of digital wall: Yes <p>2. The controller of advertising system, with:</p> <ul style="list-style-type: none"> • Processor ARM Cortex-A7 900MHz 4-cores • Memory: 1 Gb • Uninterruptible power supply: UPS Pico TopEnd LP 1000 <p>3. Software, with:</p> <ul style="list-style-type: none"> • OS: Linux Debian 8.2 • The app of advertising system: IndoorTV 1.0 (1 license) <p>4. Services:</p> <ul style="list-style-type: none"> • The rent of places: 3 months • Branding and Marketing: IndoorTV advertising Package <p>5. Automatic client counting system of point of sales/service.</p>	1	5 775.00	5 775.00
Total:				

Total price of the **Product** is five thousand five hundred US dollars.

SIGNATURES AND SEALS OF THE PARTIES

Seller:

Buyer:

L.S.

L.S.

DELIVERY-ACCEPTANCE ACT

Taunigma FZE, hereinafter referred to as the "Seller", represented by Managing Director Oxana Vishnichenko, acting under the Decision of Founders on the basis of the Purchase and Sale Agreement No. _____ from _____, 20__, transfers, and _____, hereinafter referred to as the "Buyer", accepts:

No.	Name of Product (Model)	Quantity, items	Price per 1 item (including VAT), USD	Total price (including VAT), USD
1	<p>Taunigma-Display Interactive advertising and computer system includes:</p> <p>1. Digital LED-display, with:</p> <ul style="list-style-type: none"> • Screen size: 40" • Resolution: 1920x1080 • Brightness: 350 nit • Aspect Ratio: 16:9 • Contrast Ratio: 5000:1 • Viewing angle (H/V): 178:178 • Connection: HDMI (CEC compatible) Analog D-SUB, USB, IR • Built-in TV-tuner • Audio System: Yes • The holder of digital wall: Yes <p>2. The controller of advertising system, with:</p> <ul style="list-style-type: none"> • Processor ARM Cortex-A7 900MHz 4-cores • Memory: 1 Gb • Uninterruptible power supply: UPS Plco TopEnd LP 1000 <p>3. Software, with:</p> <ul style="list-style-type: none"> • OS: Linux Debian 8.2 • The app of advertising system: IndoorTV 1.0 (1 license) <p>4. Services:</p> <ul style="list-style-type: none"> • The rent of places: 3 months • Branding and Marketing: IndoorTV advertising Package <p>5. Automatic client counting system of point of sales/service.</p>	1	5 775.00	5 775.00
Total:				

The **Buyer** has no objections and claims to the appearance, quality and quantity of the accepted **Products**.

SIGNATURES AND SEALS OF THE PARTIES

Transferred by the Seller:

L.S.

Accepted by the Buyer:

L.S.