

**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 8,160 (eight thousand one hundred and sixty) 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 the **Buyer** (or to any third party due to the **Buyer’s** decision) within 90 working 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**.

**4. LIABILITY OF THE PARTIES**

4.1. If obligations under this **Agreement** are failed to fulfill or fulfilled improperly by any of the **Parties**, the guilty **Party** takes all 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-Kiosk interactive computer system includes:</p> <p>1. Payment kiosk that contains:</p> <ul style="list-style-type: none"> <li>• Shell: APP-3 model</li> <li>• Circuit board: ASUS P5G41</li> <li>• Sensor monitor Toshiba TFT17"</li> <li>• Additional monitor Toshiba TFT19"</li> <li>• Bill acceptor: MEI SCM (1000 bank notes)</li> <li>• Bills printer: Custom VKP-80 (80 mm)</li> <li>• UPS: Powercom WOW 700U</li> <li>• GPRS modem: MC52i</li> <li>• Audio system: Yes</li> <li>• Sensor door opening: Yes</li> <li>• Damper on the door: Yes</li> <li>• Memory: 1024 Mb</li> <li>• Lock: Latch type</li> <li>• Cards' Dispenser KYTronics KYT-213</li> <li>• Dimensions: HxWxD 860x558x300</li> </ul> <p>2. Software:</p> <ul style="list-style-type: none"> <li>• Operating System Windows 7 POS-ready (1 license)</li> <li>• The application of the payment system: NT.Kiosk 2.0 (1 license)</li> </ul> <p>3. Services:</p> <ul style="list-style-type: none"> <li>• Renting payment for the equipment placing: 3 months</li> <li>• Branding and Marketing: Taunigma Start package</li> </ul>	1	8,160	8,160
<b>Total:</b>				

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

**SIGNATURES AND SEALS OF THE PARTIES**

**Seller:**

L.S.

**Buyer:**

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-Kiosk interactive computer system includes:</p> <p>1. Payment kiosk that contains:</p> <ul style="list-style-type: none"> <li>• Shell: APP-3 model</li> <li>• Circuit board: ASUS P5G41</li> <li>• Sensor monitor Toshiba TFT17"</li> <li>• Additional monitor Toshiba TFT19"</li> <li>• Bill acceptor: MEI SCM (1000 bank notes)</li> <li>• Bills printer: Custom VKP-80 (80 mm)</li> <li>• UPS: Powercom WOW 700U</li> <li>• GPRS modem: MC52i</li> <li>• Audio system: Yes</li> <li>• Sensor door opening: Yes</li> <li>• Damper on the door: Yes</li> <li>• Memory: 1024 Mb</li> <li>• Lock: Latch type</li> <li>• Cards' Dispenser KYTronics KYT-213</li> <li>• Dimensions: HxWxD 860x558x300</li> </ul> <p>2. Software:</p> <ul style="list-style-type: none"> <li>• Operating System Windows 7 POS-ready (1 license)</li> <li>• The application of the payment system: NT.Kiosk 2.0 (1 license)</li> </ul> <p>3. Services:</p> <ul style="list-style-type: none"> <li>• Renting payment for the equipment placing: 3 months</li> <li>• Branding and Marketing: Taunigma Start package</li> </ul>	1	8,160	8,160
<b>Total:</b>				

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.