

Purchase and sale Agreement No. _____
(payment by installments)
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. PAYMENT CONDITIONS

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. Paying for the **Product** is made by settling four invoices:

- The first invoice must be paid in 10 calendar days from the moment of billing;
- The second invoice must be paid in 60 calendar days after paying out the first invoice;
- The third invoice must be paid in 60 calendar days after the actual installation of the **Product** (starting its operation) by Kiosk IT System Trading L.L.C. (Abu Dhabi, UAE);
- The term of settling the fourth invoice is unlimited;

2.3. Payment for the **Product** can be made by cash or by bank transfer due to the invoices issued by **Seller**;

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 and the **Buyer** gets the refund of all the payments made except for the first invoice.

3. PRODUCT DELIVERY CONDITIONS

3.1. Before the total purchase price of the present **Agreement** is paid by the **Buyer**, the **Product** is transferred to the Kiosk IT System Trading L.L.C. (Abu Dhabi, UAE) for its responsible storage. The **Buyer** and the Kiosk IT System Trading L.L.C. sign the contract of responsible storage of property within 180 calendar days after paying out the second invoice;

2.4. The right of ownership for the **Product** is transferred to the **Buyer** only after the full payment of its purchase price is made under the conditions of the present **Agreement** (paragraphs 2.1. and 2.2.);

3.1. The **Product** is transferred to the **Buyer** (or to any third party due to the **Buyer's** decision) within 30 calendar days from the payment of the total purchase price of the **Product** under the conditions of paragraphs 2.1. and 2.2 of the present **Agreement**;

2.5. 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**;

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

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

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

SIGNATURES AND SEALS OF THE PARTIES

Seller:

Buyer:

L.S.

L.S.

DELIVERY-ACCEPTANCE ACT

We, the undersigned, Taunigma FZE, hereinafter referred to as the **"Seller"**, represented by Managing Director Oxana Vishnichenko, acting under the Decision of Founders, on the basis of Purchase and Sale Agreement No. _____ from _____, 20__, transfers, and _____, hereinafter referred to as the **"Buyer"** acting on his/her own behalf, 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:</p> <p>1. Payment kiosk that contains:</p> <ul style="list-style-type: none"> • Shell: APP-3 model • Circuit board: ASUS P5G41 • Sensor monitor Toshiba TFT17" • Additional monitor: Toshiba TFT19" • Bill acceptor: MEI SCM (1000 bank notes) • Bills printer: Custom VKP-80 (80 mm) • UPS: Powercom WOW 700U • GPRS modem: MC52i • Audio system: Yes • Sensor door opening: Yes • Damper on the door: Yes • Memory: 1024 Mb • Lock: Latch type • Cards' Dispenser KYTronics KYT-213 • Dimensions: HxWxD 860x558x300 <p>2. Software:</p> <ul style="list-style-type: none"> • Operating System Windows 7 POS-ready (1 license) • The application of the payment system: NT.Kiosk 2.0 (1 license) <p>3. Services:</p> <ul style="list-style-type: none"> • Renting payment for the equipment placing: 3 months <p>Branding and Marketing: Taunigma Start package</p>	1	8,160	8,160
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.