

Purchase agreement

... ----- hereinafter referred to as "Seller" and ... Company Ltd (Georgia), hereinafter referred to as "Buyer" have concluded the present Contract on the following bases.

1. SUBJECT OF THE CONTRACT

1.1. The Seller sells and the Buyer buys on the terms - ----- the ophthalmologic equipment, hereinafter referred to as "Equipment", as per on terms, prices and quantity as stated in the Specification, which will be considered as an integral part of the Contract.

2. PRICE AND TOTAL AMOUNT OF THE CONTRACT

2.1. The Prices for the Equipment as stated in the Specification are not the subject to change and understood to -----.

2.2. The total value of this Contract is ----- and -----, including cost of carriage and insurance.

3. DELIVERY TERMS AND CONDITIONS

3.1 The Buyer orders the Equipment according to the Contract from the Seller by e-mail (scan copy).

3.2. The Equipment under the Contract is to be delivered by truck within 4 months to the following address:

3.3. The date of the delivery is to be considered the shipment date of the Equipment in CMR.

3.4. The Seller shall inform the Buyer by e-mail (the copy of invoice) about the Equipment ready to be shipped.

3.5 The following documents are to be shipped together with the Equipment:

- Invoice (original and copy);
- CMR to the Consignment name;
- Specified packing list (2 copies);
- Insurance certificate;

3.6. Prior shipment is allowed.

4. LIQUIDATED DAMAGES

4.1. If the agreed delivery date of the present Contract is not observed due to negligence on the part of the Seller, the Seller shall pay to the Buyer the conventional penalty at the rate of 0,5 percent of the delayed Equipment value per each week for the first four weeks and 1 percent per each following week, but total amount of agreed and liquidated damages is not to exceed 10 percent of the delayed goods value.

4.2. If the agreed payment dates of the present Contract are not observed due to negligence on the part of the Buyer, the Buyer shall pay to the Seller the conventional penalty at the rate of 0,5 percent of the unpaid on term Equipment

value per each week for the first four weeks and 1 percent per each following week, but total amount of agreed and liquidated damages is not to exceed 10 percent of the unpaid on term Equipment value.

5. QUALITY OF GOODS, PACKING AND MARKING

5.1. The quality of the sold Equipment shall be in conformity with the specifications of the manufacturing plant.

5.2. The packing of the Equipment to be shipped shall be in conformity with the standards established for this kind of Equipment and the chosen method of transportation, and shall ensure the safety of the Equipment during the transportation. Each place should be marked with address of the Buyer, name of the Seller, number of the place, size of the box (cm), net weight.

For the full text of the contract, contact to Attorney at law Guram Kontuadze tel / viber / whatsapp +995591976764 e-mail: guram.kontuadze@gmail.com site: www.advokontu.ge

