

SALES CONTRACT NO.

Made in Tartu on the ____ of _____ 2013 by and between

OÜ **E.T.V.A. Varuosad**, registry code 10081778, in the person of Board member Tiiu Rääts (hereinafter the SELLER) and _____, registry code _____, in the person of Board member _____ (hereinafter the BUYER), hereinafter jointly referred to as the Parties, in the following:

1. OBJECT

- 1.1. On the basis of the Contract the SELLER sells and the BUYER buys the goods (hereinafter the Goods) specified in the invoice/waybill (hereinafter the Invoice). The quantity and specification of the Goods have been indicated in the Invoice.
- 1.2. The sale and purchase of the Goods ordered for the BUYER specially from the factory is executed on the basis of placement of an order by the BUYER and submission of an order confirmation by the SELLER.
- 1.3. The Goods remain the property of the SELLER until the Invoice has been fully paid.

2. QUALITY OF GOODS AND PROCEDURE FOR REPURCHASE

- 2.1. The Goods must comply with the standards and quality requirements established to the Goods.
- 2.2. In the event of detecting a deviation from the quantity of the Goods, the BUYER is required to inform the SELLER in writing as soon as possible, but not later than within 7 (seven) calendar days as of the delivery of the Goods. In the event of detecting a deviation from the quality of the Goods, the BUYER is required to inform the SELLER in writing immediately after detecting the defects, but not later than within two months as of the delivery of the Goods. The SELLER does not take into account any later complaints by the BUYER. On the basis of a reasoned and timely complaint of the BUYER the SELLER is required to replace the defective Goods and, in the event the replacement is impossible, compensate the purchase price.
- 2.3. The Goods of the SELLER'S warehousing program, which have been ordered by the BUYER by mistake and are subject to return, are repurchased at a discount of 20% of the price of the Goods charged from the BUYER in the Invoice.
- 2.4. The SELLER is not obligated to buy back the Goods that the SELLER has, at the request of the BUYER, ordered specially from the factory, unless the Goods are defective.
- 2.5. The SELLER is not obligated to buy back the Goods **if the Goods and/or the packaging are/is dirty, spoiled or not technically complete.**

3. PRICE OF GOODS AND TERMS OF PAYMENT

- 3.1. The price of the Goods has been indicated in the Invoice of the Goods.
- 3.2. The due date of the submitted Invoice is _ days as of the issue of the Invoice, unless indicated otherwise in the Invoice. If the BUYER fails to pay the Invoice by the due date, the BUYER shall pay the SELLER default interest at the rate of 0.3% of the amount payable per calendar day of delay.
- 3.3. If the BUYER fails to pay for the Goods by the due date, the SELLER has the right to change the due date and the discount rates.
- 3.4. The SELLER reserves the right to demand that the BUYER make an advance payment for Goods ordered specially from the factory.
- 3.5. The BUYER is required to compensate any and all expenses (debt collection, legal expenses, etc.) relating to the collection of debts arising from the Contract.

4. BUYER'S AUTHORISED PERSONS

The list of the BUYER'S authorised persons has been given in Annex 1 to the Contract. The BUYER warrants and represents that these persons act in the name of the BUYER. The SELLER must be immediately informed about the cancellation of the authorisation of any of the persons by the BUYER.

5. RESOLUTION OF DISPUTES

The Parties to the Contract resolve their possible disputes by way of negotiations. Failing agreement, the dispute is referred to the Tartu County Court.

6. CONTRACT DOCUMENTS

The Contract documents comprise this Contract and annexes thereto, which constitute an inseparable part of the Contract.

7. VALIDITY OF CONTRACT

7.1. The Contract enters into force as of the moment of signature and remains in force for 1 (one) year. If the Parties do not inform one another two weeks before the expiry of the Contract term of the desire to terminate the Contract, the Contract shall extend on the same terms and conditions by the same term.

7.2. The Contract has been made in two identical counterparts, one for either Party.

8. CREDIT APPLICATION

Presumable monthly purchase (EUR)	
Desirable due date (days)	
Credit limit	

Invoice delivery manner:

- On paper to the BUYER
- By post (if the invoicing address differs from the registered address, please specify)
- E-invoice by e-mail (if the address is different from the accountant's e-mail, please specify)
- I would like to receive information about special offers by e-mail
- I do not want to receive information about special offers

9. PARTIES

OÜ E.T.V.A. VARUOSAD

Reg. code 10081778

VAT no. EE100035483

Riia 136 B, Tartu 51014

Phone/fax 730 2050 / 737 7841

E-mail: info@etva.ee

Bank: Swedbank (767)

A/c 1120052982

Company name _____

VAT no. _____

Address _____

E-mail _____

Website _____

Accountant's phone/fax _____

Accountant's e-mail _____

Bank _____ A/c _____

Contact person _____

/Purchase Manager, Executive/

Phone _____ E-mail _____

/Tiiu Rääts/ SELLER

BUYER

Annex 1 to SALES CONTRACT No.

Authorised persons:

	GIVEN NAME, SURNAME	PERSONAL ID CODE	PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Approved

_____ /Buyer's signature/

Annex 2 to SALES CONTRACT No.

Customer's vehicle fleet and trailers

	Lic. plate	Vehicle/trailer make	VIN
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Approved

_____ /Buyer's signature/