



Договор о собственной торговой марке

Private Label Agreement

(CTM ~ PLA)

(на английском языке)

miripravo.ru/d5-b1



Резюме, Производство за рубежом, PLA соглашения, Международные контракты а-Z

This Private Label Agreement ("Agreement") is entered into on this ___ day of ___ 20__ ("Effective Date") by and between:

_____ ("Supplier") and

_____ ("Customer")

RECITALS

A. Supplier is in the business of _____ (*указать чем занимается поставщик*).

B. Customer is in the business of manufacturing, packaging and distributing _____ (*указать чем занимается заказчик*) and desires to have Supplier manufacture and package certain items for Customer pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Products

Supplier agrees, on a non-exclusive basis, to acquire raw materials for, manufacture, and package the products listed on Exhibit A ("Products") consistent with the specifications for raw materials, packaging, and manufacturing processes and facilities ("Specifications") set forth on Exhibit A.

The Product(s) shall be manufactured by Supplier consistent with the Specifications commencing on the Effective Date consistent with the schedule outlined on Exhibit B (the "Schedule"). Supplier agrees to manufacture the identified quantities consistent with the timeframes outlined in the Schedule, and Customer agrees to purchase all Products conforming to the Specifications. Nothing in this Agreement shall prohibit Supplier from manufacturing, distributing or selling other products, including without limitation products under its own brand or products of other private label retailers.

2. Term

The term ("Term") of this Agreement shall be one (1) year from the Effective Date. The parties may renew this Agreement for successive one (1) year periods (each, also a Term) upon mutual written agreement.

3. Product Formulations

The finished Product formulas and Specifications are owned exclusively by and shall have no rights of ownership in, or use of (except for such limited use as is required to perform its obligations under this Agreement), the Product formulas or Specifications. This includes, without limitation, license rights, excepting the license rights granted herein. Subject to the requirements

Signed for and on behalf of
_____, (*Managing Director*)

Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)

Signing Date _____ 20__

of Section 3 and Section 23, nothing herein shall prohibit from developing product formulas and specifications within the normal course of conducting its business.

4. Orders

Customer's orders for Products shall be submitted via purchase order ("Purchase Order") submitted to Supplier by Customer. Purchase Orders shall be consistent with the terms of this Agreement and subject to Customer's standard terms and conditions for purchase orders, which are incorporated herein by reference. Any changes or exceptions to this Agreement or Customer's standard terms and conditions must be expressly accepted in writing by Customer. Customer shall not be bound by any terms or conditions that modify, amend or supplement (or attempt to modify, amend or supplement) the terms of this Agreement or Customer's standard terms and conditions unless Customer expressly accepts, in writing, such terms or conditions.

Purchase Orders must (a) allow for the minimum lead time ("Minimum Lead Time") indicated on the Schedule on Exhibit B and (b) be for an amount equaling or exceeding the minimum production run listed on Exhibit B ("Minimum Production Run"). The Minimum Lead Time shall commence upon the date of the receipt by Supplier of a Purchase Order submitted consistent with the terms of this Agreement. All Purchase Orders must include the desired ship date, the quantity, the product number, a description, and pack size for all Products subject to the Purchase Order. Once submitted to Supplier, Purchase Orders cannot be modified or cancelled without the prior written approval of Supplier. In the event Supplier approves the modification or cancellation of a Purchase Order, Customer will be obligated to reimburse Supplier for all costs and expenses related to modification or cancellation of a Purchase Order, including without limitation costs incurred by Supplier for raw materials, packaging, and labor.

5. Minimum Volumes

Exhibit B sets forth the binding, aggregate minimum annual volume commitment for all Products (the "Annual Volume Commitment") and the binding minimum annual volume commitment for each unique Product (the "Unique Product Volume"). The Annual Volume Commitment must equal or exceed. Each Unique Product Volume must equal or exceed. Exhibit B also sets forth the binding quarterly minimum volume commitments.

6. Forecasts

Customer shall cooperate with Supplier to develop rolling monthly quantity forecasts for the following four (4) month period by the close of the first business day of each month of the Term of this Agreement. Any amounts above the minimum quarterly volume commitments listed on Exhibit B are non-binding. Supplier will use commercially reasonable efforts to fulfill all orders for the Products that exceed the minimum quarterly volume commitments listed in Exhibit B.

Signed for and on behalf of
_____, (*Managing Director*)
Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)
Signing Date _____ 20__

7. Delivery

Product will be delivered consistent with the terms of this Agreement and Customer's standard terms and conditions for Purchase Orders. Title and risk of loss for the Products shall pass to Customer upon the earlier of (i) receipt of the Products by Customer (or any of its employees, agents, or representatives), or (ii) when Products are tendered to a carrier arranged or approved by Customer.

8. Storage

Upon Customer's written request, Supplier shall warehouse finished Products for up to calendar days at no additional charge to Customer. Customer will pay a non-prorated charge of \$ per pallet per calendar day for finished products warehoused beyond the indicated charge-free storage period. In no event shall Supplier warehouse finished Product in excess of calendar days.

9. Pricing

Customer shall pay Supplier the price for each Product set forth on Exhibit B. In the event that the Term of this Agreement is renewed pursuant to Section 2 (either as an initial renewal or a subsequent renewal), Supplier may, upon ninety (90) calendar days written notice to Customer, adjust the price of any Product set forth on Exhibit B upon the effective date of the applicable renewal.

10. Volume Requirements

The prices contained in Exhibit B (or any written notice provided to Customer pursuant to Section 9) for any Product is contingent on Customer ordering the Annual Volume Commitment and each Unique Product Volume limit set forth on Exhibit B. During the Term, Supplier shall reserve for Customer capacity required to produce the quantities set forth on Exhibit B on or before the designated manufacture and delivery date set forth on Exhibit B. In the aggregate, the maximum annual capacity Supplier shall be required to reserve for Customer shall be equal to the Annual Volume Commitment set forth on Exhibit B. The maximum annual capacity Supplier shall be required to reserve for Customer for each individual Product shall be equal to the Unique Product Volume set forth on Exhibit B.

11. Payment Terms

Supplier will invoice Customer for all Products purchased hereunder and Customer shall pay all invoices in full within calendar days of the date of the invoice. Any amounts not paid when due

Signed for and on behalf of
_____, (*Managing Director*)
Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)
Signing Date _____ 20__

shall be subject to a monthly interest charge of percent from the applicable due date. If Customer fails to order the Annual Volume Commitment or any Unique Product Volume as set forth on Exhibit B, Customer shall be required to pay Supplier an amount equal to the difference between Customer's annual purchase amount for each Unique Product Volume and the total annual value of the applicable Unique Product Volume. In the event Customer tenders volume for Products to Supplier for processing and Supplier fails to process such volume, the amount of unprocessed volume shall be treated as volume ordered by Customer for the purposes of determining any amounts owed by Customer to Supplier for failure to execute annual Unique Product Volume.

12. Audits

Supplier shall conduct a third-party audit of its facilities on an annual basis and shall provide Customer with copies of the reports produced by such third party auditors. Representatives of Customer may (but shall not be obligated to), either directly or through a third party, at Customer's expense, with ten (10) calendar days prior notice, visit and inspect Supplier's facilities during normal business hours as Customer determines to be reasonably necessary to ensure Supplier's compliance with the provisions of this Agreement.

13. Specification Changes

Any changes to any of the Specifications set forth on Exhibit A, including without limitation changes to the specifications of the finished product, raw materials, packaging, or manufacturing instructions, ("Specification Changes") shall require the mutual written agreement of the parties. Prior to the implementation of any Specifications changes, the parties shall mutually agree in writing to the details of the Specification Change, including without limitation any applicable price adjustments resulting from the Specification Change and the effective date of the applicable Specification Change. Customer agrees to bear the cost of any increase in costs or expenses, if applicable, resulting from the Specification Change. Customer agrees to pay all costs and expenses associated with raw materials, packaging, or manufacturing equipment or labor purchased by Supplier in order to fulfill its obligations under this Agreement that are rendered obsolete due to a Specification Change.

14. Labels & Licenses

All Product labels ("Labels"), including but not limited to design, content, wording, and trademarks, shall be the sole responsibility of Customer, including without limitation compliance with all applicable laws and regulations. Customer represents and warrants to Supplier that (i) all Labels comply with all applicable laws and regulations and (ii) Customer is the exclusive owner of, or has the enforceable license or right to use, all elements included within the Label. Customer grants Supplier a non-exclusive, royalty free license to use the Labels as well as any associated intellectual property (including without limitation patents, specifications, and formulas) provided

Signed for and on behalf of _____, *(Managing Director)*
 Signing Date _____ 20__

Signed for and on behalf of _____, *(Director General)*
 Signing Date _____ 20__

by Customer to Supplier in connection with the production of the Products pursuant to the terms of this Agreement. Customer warrants to Supplier that Customer has, and will maintain, at all times during the Term the right to grant the aforementioned license(s) and that such license and Supplier's use thereof shall not violate or infringe upon any copyright or other right of any 3rd party. Customer, at its sole expense, shall provide Supplier with all templates necessary for the labeling of the Product(s) consistent with the Product's Specification(s) as outlined on Exhibit A.

15. Representations & Warranties

Supplier represents and warrants that all Products tendered under this Agreement shall (i) conform to the applicable Specifications and (ii) be free and clear of any liens or encumbrances. Supplier further warrants that it has obtained all permits, licenses, certifications, and approvals necessary to supply the Products in accordance with applicable law. Customer warrants to Supplier that compliance with Customer's specifications (including without limitation the Specifications) or any other materials or instructions provided by Customer to Supplier in order to produce the Products will not cause the resulting Products or Supplier to be in violation of any applicable federal, state, and local laws, rules, and regulations. Each party warrants to the other that it has the authority and capability to enter into this Agreement and perform its respective obligations set forth herein and entering into and executing this Agreement will not cause it to violate the terms of any preexisting obligations or agreements.

6

16. Rejection of Products

Customer shall inspect all Products promptly upon receipt and shall notify Supplier in writing of any lack of conformity of the Products with the Specifications within ninety (90) calendar days of receipt of the Products by Customer (the "Rejection Period"). In cases of non-conforming product, Customer may, at its option:

- (i) require Supplier to deliver any missing quantity of Products, without any additional cost or expense to Customer;
- (ii) require Supplier to replace the Products with conforming Products, without any additional cost or expense to Customer; or
- (iii) reduce the price for the Products in the same proportion as the value that the Products actually delivered had at the time of delivery bears to the value that conforming Products would have had at that time; provided, that Customer may not reduce the price of the Products if Supplier replaces the Products with conforming goods. Customer shall have no right to obtain replacement Products from another source at Supplier's expense. Customer may reject any Products that fail in any material way to meet the terms of this Agreement, including without limitation the Specifications set forth on Exhibit A. Within _____ () calendar days of notifying Supplier of Customer's rejection, Customer shall return to Supplier, at Supplier's expense, the rejected Products. If Supplier's examination of the rejected Products reveals to Supplier's reasonable satisfaction that the Products did not conform to the Specifications and that the Products have not been otherwise

Signed for and on behalf of
_____, (*Managing Director*)

Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)

Signing Date _____ 20__

damaged by Customer, Supplier shall reimburse Customer for all freight and shipping costs incurred by Customer in returning the rejected Products.

17. Product Safety, Quality & Recalls

Supplier, at its sole cost and expense, shall perform, or cause to be performed, all tests on the Products required by applicable law, applicable industry voluntary standards and Customer's requirements. Supplier shall maintain, for a period of not less than three (3) years, certificates and/or other documentation indicating that all applicable tests have been administered and passed. Such tests shall be conducted by laboratories acceptable to both Customer and the agency or authority requiring the same. Supplier shall promptly make available, and at Customer's request shall promptly furnish, to Customer copies of all such certificates and/or other requested documentation and shall permit Customer, or any person or persons authorized by Customer, to inspect and make copies of all records maintained by Supplier in connection with such tests. In the event (i) Customer has reasonable cause at any time to believe that any Products contain defects or hazards that could create a risk of injury to any person or property or that the purchase, display or sale of Products by Customer violates, or will violate, any law relating to the sale, labeling, safety or transportation or Products, or (ii) Supplier or a government entity initiates removal of Products from the stream of commerce (any of the foregoing in (i) or (ii) a "Recall"), Supplier shall be responsible for all costs associated with any Recall, including, without limitation any costs associated with all of Customer's corrective actions in connection with the Recall including, without limitation, timely notice to customers of any Recall, removal of the Products from Customer's inventory and the marketplace, and disposition of the recalled Products.

7

18. Termination

Either party may (without limiting any other remedy) at any time terminate this Agreement by giving written notice to the other if (i) the other party commits any breach of this Agreement and (if capable of remedy) fails to cure the breach within ten (10) calendar days after being provided written notice of such breach or (ii) the other party liquidates, becomes insolvent, a receiver is appointed to the possession of all or substantially all of such party's property, such party makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or such party is the subject of an involuntary petition in bankruptcy. Termination of this Agreement shall not impact any liability arising out of a breach of this Agreement occurring prior to or in connection with such termination and all covenants and obligations of this Agreement to be performed or complied with after termination of this Agreement shall survive in accordance with their terms.

19. Insurance

Supplier and Customer shall each procure, pay and maintain liability insurance, at their sole cost and expense, issued by a carrier with an _____ (*указать рейтинг перевозчика, если*

Signed for and on behalf of _____, (*Managing Director*)

Signing Date _____ 20__

Signed for and on behalf of _____, (*Director General*)

Signing Date _____ 20__

применимо) or greater during the term of this Agreement. Such insurance shall protect against claims and damages arising out of product recall (whether voluntary or involuntary), bodily injury and/or property damage which may arise from products provided by Supplier to Customer. Policy limits shall be provided in amounts not less than the following:

Per Occurrence _____ (CNY)

General Aggregate _____ (CNY)

Products and Completed Operations _____ (CNY)

Personal and Advertising Injury _____ (CNY)

Each such insurance policy of a party shall provide the insurance may not be canceled or materially modified except upon thirty (30) calendar days' prior written notice to the other party. Each party shall name the other party as an additional insured. Policies shall provide a waiver of subrogation and have primary non-contributory language identified on the certificate of insurance.

On the Effective Date, and annually thereafter, each party shall provide the other with a certificate of insurance evidencing that it has such insurance coverage in force. The parties hereby agree that if a party receives notice that any policy of insurance issued to the other party has been canceled or no longer meets the requirements of this Section, then the party receiving notice may

- (i) suspend this Agreement until insurance is obtained;
- (ii) terminate this Agreement immediately (notwithstanding the provisions of Section 18) or
- (iii) obtain forced placement insurance that meets the requirements of this at the other party's sole expense.

20. Indemnification

Supplier shall indemnify and hold harmless (and upon request defend) Customer and each of its officers, directors, employees, agents, representatives, and owners from and against all actions, proceedings, claims, demands, suits, outlays, losses, liabilities, damages and out-of-pocket costs and expenses, including reasonable legal fees, (collectively, "Damages") to

- (i) arising out of or relating to any breach of this Agreement by Supplier and
- (ii) any product liability claim associated with the Products. Customer shall indemnify and hold harmless (and upon request defend) Supplier and each of its officers, directors, employees, agents, representatives, and owners from and against all Damages to the extent arising out of or relating to (a) any breach of this Agreement by Customer, (b) any materials or ingredients provided by Customer to Supplier,
- (iii) all Labels (including any intellectual property infringement claim attributable to a Label),
- (iv) the handling of the Products after passage of title from Supplier to Customer, including without limitation the sale, distribution, storage, and marketing of the Products, and
- (v) the Specifications or formulas provided by Customer.

Signed for and on behalf of _____,
(Managing Director)

Signing Date _____ 20__

Signed for and on behalf of _____,
(Director General)

Signing Date _____ 20__

To the extent that the indemnified party requests the indemnifying party to defend the indemnified party against any Damages pursuant to this Section 20, the indemnified party shall be entitled, at its own expense, to participate in and stay reasonably informed of any defense or settlement. The indemnified party shall be entitled to approve any proposed settlement that would impose any material obligation or duty on the indemnified party, which approval may, in the sole discretion of the indemnified party, be withheld.

Notwithstanding anything to the contrary in this Agreement, this Section shall survive the expiration or termination of this Agreement.

21. NO CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, IN NO EVENT (INCLUDING, WITHOUT LIMITATION, ANY TERMINATION OF THIS AGREEMENT WITH OR WITHOUT CAUSE) WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. Force Majeure

A party shall not be deemed to have defaulted or failed to perform hereunder if that party's inability to perform or default shall have been caused by an event or events beyond the control and without the fault of that party, including (without limitation) acts of government, embargoes, fire, flood, explosion, acts of God or a public enemy, strikes, labor disputes, vandalism, civil riots or commotions, or the inability to procure necessary raw materials, supplies, or equipment.

23. Confidential Information

Both parties understand and acknowledge that, by virtue of this Agreement, either party may receive or become aware of confidential or proprietary information belonging or relating to the other party or its suppliers and customers, including without limitation information related to its business, business plans, affairs, recipes, formulas, pricing information, financial data, trade secrets, and customer lists or activities ("Confidential Information"). In consideration of such Confidential Information being disclosed or otherwise made available to either party for the purposes of the performance of this Agreement, each party undertakes that it shall not at any time, either before or after the termination of this Agreement, and either directly or indirectly, disclose, divulge or use any Confidential Information, except in the performance of the transaction contemplated by this Agreement or except to the extent such Confidential Information

(i) is now in or hereafter becomes a part of the public domain through no fault of such party, its employees or agents or

Signed for and on behalf of
_____, (*Managing Director*)

Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)

Signing Date _____ 20__

(ii) is required by applicable law to be disclosed by the party in question; provided that, where practicable, a party required by applicable law to disclose Confidential Information shall provide the other party with prompt notice of any such requirement so that the other party may seek an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information.

Upon the earlier of a request from the other party or the termination of this Agreement, each party shall return to the other, or destroy, all documents or records in any medium or format, in its possession or control, containing any Confidential Information.

Unless required by applicable law, no party shall directly or indirectly disclose to any other person or third-party any of the terms of this Agreement without the other party's prior approval; provided, that, where practicable, a party required by applicable law to disclose the terms of this Agreement shall provide the other party with prompt notice of any such requirement so that the other party may seek an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information.

Nothing in this Agreement shall convey to any person (including Customer) any rights, title or interest in Supplier's Confidential Information or intellectual property (including trade secrets, trademarks, proprietary data or know-how).

Notwithstanding anything to the contrary in this Agreement, this Section 23 shall survive the termination of this Agreement.

24. Assignability

10

This Agreement is personal in nature and may not be delegated, assigned, or transferred by either party without the prior written consent of the other party.

25. Entire Agreement/Modifications

This Agreement, Customer's standard terms and conditions and Customer's associated Purchase Order constitute the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties. This Agreement cannot be changed, modified or amended except by written instrument duly executed by both parties.

26. Severability

If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement shall not be impaired.

Signed for and on behalf of
_____, (*Managing Director*)
Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)
Signing Date _____ 20__

27. Waiver

The failure of either party to insist on strict performance of this Agreement by the other according to the terms and understandings herein set forth shall not be construed as a waiver of the right to insist on such performance and no waiver by either party to any breach by the other to any provision hereof shall be deemed a waiver of any other prior or subsequent breach.

28. Notices

All notices required by this Agreement shall be deemed sufficiently given upon deposit and if sent by registered mail, postage prepaid, to the address of the party as shown below, and such notice shall be deemed given _____ (_____) calendar days after deposited in the mail. Notice may be given by hand delivery, telex or telecopy, provided a copy is also mailed as described herein and such notice shall be deemed to be given upon mailing.

29. Relationship

None of the execution, delivery or performance of this Agreement will be construed to constitute either party as an agent or representative of the other for any purpose. None of the execution, delivery nor performance of this Agreement will be deemed to constitute a partnership (including a limited partnership) or joint venture between the parties. Except as otherwise expressly provided herein, neither party has the authority to

- (i) bind the other party by or to any contract, representation, understanding, act or deed,
- (ii) represent that either party is an agent of the other party, or
- (iii) represent that either party is responsible for the acts or omissions of the other party.

30. Governing Law

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Oregon in the United States of America as applied to contracts entered into and to be performed entirely within Oregon.

31. Attempt to Resolve Disputes

The parties agree that in the event of any disputes, the parties shall attempt to resolve the matter between themselves prior to commencing litigation.

Signed for and on behalf of
_____, (*Managing Director*)
Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)
Signing Date _____ 20__

32. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts in _____ (суд) in _____ (страна), which courts shall have exclusive jurisdiction. The parties hereby expressly consent to (i) the personal jurisdiction of the federal and state courts within _____ (страна) and (ii) service of process being affected upon it by registered mail sent to the address set forth in Section 28.

33. Order of Precedence

In the event of a conflict between the provisions of this Agreement, any Purchase Order and any other document related to the arrangement contemplated by this Agreement, the following order of precedence shall govern in descending order: (i) this Agreement, (ii) Customer's general terms and conditions, and (iii) Customer's Purchase Order terms and conditions.

34. Legal Fees

In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including, without limitation, reasonable attorneys' fees and court costs.

35. Surrender of Records and Material

Upon termination of this Agreement by either party for any reason whatsoever, Customer and Supplier shall promptly return to the other party all catalogs, samples, and other literature provided by it to the other Party and pertaining to the Products. Customer and Supplier acknowledge that all of the foregoing items are, and shall remain, property of the other party.

36. Counterparts

This Agreement may be signed in counterparts, which may be delivered by facsimile or electronic mail transmission. Each counterpart when so executed and delivered shall be deemed an original and all such counterparts taken together shall constitute one and the same instrument. At the request of a party, each other party shall confirm a facsimile or electronic mail transmitted signature page by delivering an original signature page to the requesting party.

Signed for and on behalf of
_____, (Managing Director)

Signing Date _____ 20__

Signed for and on behalf of
_____, (Director General)

Signing Date _____ 20__

37. Interpretation

The paragraph and section headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs or sections themselves. Unless indicated otherwise, terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The terms "include," "includes" or "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning as the word "shall." The use of "or" is not intended to be exclusive unless expressly indicated otherwise. This Agreement shall not be construed against the drafting party. Whenever this Agreement refers to a number of days, such number shall refer to calendar days.

38. Exhibits

All schedules, appendices or exhibits referred to in this Agreement are incorporated by reference.

39. Time of the Essence

Time is of the essence in this Agreement.

Signed for and on behalf of
_____, (*Managing Director*)
Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)
Signing Date _____ 20__

[SIGNATURE PAGE]

IN WITNESS WHEREOF, Supplier and Customer have executed this Agreement to be effective as of the Effective Date.

CUSTOMER: _____ By _____ (Ф.И.О.) Title: _____ (ДОЛЖНОСТЬ)

SUPPLIER: _____ By _____ (Ф.И.О.) Title: _____ (ДОЛЖНОСТЬ)

Signed for and on behalf of
_____, (*Managing Director*)
Signing Date _____ 20__

Signed for and on behalf of
_____, (*Director General*)
Signing Date _____ 20__