## SUPPLY AGREEMENT No. …

Ukraine, Kyiv city «…» … 201…

**… «…»** (hereinafter the **Buyer**), represented by…., acting under ……, for one part, and

**Univest Marketing Company Limited Liability Company** (hereinafter the **Supplier**), represented by the Director of Food in Box Sales Department, acting under the Power of Attorney, hereinafter collectively referred to as the **Parties** and individually as the **Party**, concluded this Agreement as follows:

**GENERAL CONDITIONS OF THE AGREEMENT**

Before conclusion of this Agreement, the Parties shall provide each other with the copies of the following documents:

- document (certificate or its equivalent issued by the registration authority of the state of residence of the Party or extract from commercial, tax, court register etc.) to confirm the Party registration as the business (commercial) entity in state of residence of the Party;

- document confirming authority of the person who signs the Agreement.

Each of the Parties declares that as of the date of this Agreement conclusion the Party is not restricted by the provisions of any law or regulation, court order or otherwise as stipulated by the applicable legislation of Ukraine to conclude this Agreement and fulfill its terms and conditions, and confirms that conclusion and fulfillment of this Agreement do not contradict its objects, provisions of constituent documents or the other internal regulations.

The Supplier warrants that the goods are owned by it, are not prohibited to be disposed, are not under arrest, free from any liens or other means of securing obligations to any natural persons or legal entities, state authorities etc., free from any other encumbrances or restrictions prescribed by the applicable legislation of Ukraine.

**1. SUBJECT MATTER OF THE AGREEMENT**

1.1. In accordance with the procedure and under the terms specified in this Agreement, the Supplier undertakes to supply and transfer ownership of the goods defined pursuant to the provisions of par. 1.2. of this Agreement to the Buyer and the Buyer undertakes to accept the supplied goods and pay for the goods in a timely manner.

1.2. Range of goods, measurement unit, price of goods, period and place of delivery are indicated in the specifications.

1.3. The quality of the goods supplied under this Agreement shall correspond to the technical requirements indicated in the relevant specification except as the other procedure for the goods quality evaluation is stipulated in this Agreement or the applicable legislation of Ukraine.

**2. GOODS ORDERING PROCEDURE**

2.1. The Buyer shall … (…) working day(s) before the date of the scheduled delivery send the application to the Supplier indicating the range, specifications and quantity of goods to be supplied, data on the receiver as well as the delivery date and place of the goods transfer.

2.2. The application shall be signed by the authorized representative of the Buyer and may be transferred to the Supplier via email or sent by post.

2.3. Within 1 (one) working day upon receiving of the application, the Supplier is obliged either to notify the Buyer in writing of impossibility to supply under the terms and conditions specified in the application or based on the application to draw up and sign the specification and send its scanned copy to the Buyer that shall be treated as acceptance by the Suppler of the application for execution.

2.4. Within 1 (one) working day upon receipt of the scanned copy of the specification the Buyer is obliged either to sign this document and send the scanned copy of the specification signed by both Parties to the Supplier or notify the Supplier in writing of refusal of the supply or objection to the terms and conditions indicated in the specification. Sending by the Buyer of the scanned copy of the signed specification to the Supplier shall be treated as proper and sufficient confirmation of agreement by the Parties of the terms and conditions of corresponding supply.

2.5. If the Supplier indicates in the specification the terms and conditions of supply other than defined in the Buyer application, the above-mentioned amendments shall be preliminary agreed with the Buyer.

**3. PRICE OF THE GOODS**

3.1. Price of the Agreement shall be equal to the amount of all the specifications signed by the Parties.

3.2. Cost of goods shall be indicated in the specifications and accepted subject to the terms and conditions of supply in compliance with INCOTERMS 2010.

Basis of each single delivery shall be indicated in the corresponding specification.

3.3. The Supplier is entitled to change the cost of the goods due to the change in cost of the materials and the other resources necessary for the goods manufacturing.

Cost of the goods to be supplied under the signed specification shall not be subject to change.

**4. TERMS AND CONDITIONS OF PAYMENT**

3.1. The price of each separate batch of the goods shall be indicated in the corresponding specification and invoice.

3.2. All the payments stipulated by this Agreement shall be made in ……through transfer by the Buyer of the monetary funds to the current account of the Supplier specified in this Agreement based on the invoices issued by the Supplier.

All the fees (expenses) associated with transfer of the amount of payment inside the territory of Ukraine shall be covered by the Supplier, outside the territory of Ukraine - by the Buyer.

3.3. Payment for the goods supplied is made by the Buyer ………

Having regard to the provisions of Article 528 of the Civil Code of Ukraine, the Parties agreed that the Buyer obligation to pay for the goods may be fulfilled by the other person/entity whose/which data are indicated by the Buyer in written notification executed on the company's letterhead, signed by the Buyer and affixed with the seal, and sent to the Supplier.

**4. PACKING OF THE GOODS**

4.1. The goods shall be packed in such a way as to prevent their damage (deterioration) and/or destruction while delivery until acceptance of the goods by the Buyer.

4.2. Cost of packing shall be included into the price of the goods.

**5. Procedure for transfer and acceptance of the goods**

5.1. Actual transfer of the goods to the Buyer or the receiver specified by the Buyer shall be carried out at the address indicated in the corresponding specification.

5.2. The Supplier shall transfer the goods to the Buyer with the following documents:

5.2.1. certificate of origin;

5.2.2. invoice;

5.2.3. packing list;

5.2.4. waybill (CMR).

5.3. The goods are deemed to be accepted by the Buyer or the receiver as from the date of signing of corresponding waybill, and since that moment the Buyer shall bear all the risks of accidental loss and/or accidental damage of the goods.

5.4. Ownership of the goods shall be transferred to the Buyer as from the date of making a customs declaration permitting to export the goods from the customs territory of Ukraine.

**6. CONFIDENTIALITY**

6.1. Any information contained in this Agreement, annexes and amendments hereto, shall be treated as confidential and shall not be the subject to disclosure.

6.2. The abovementioned restriction shall not be applied to the information that:

6.2.1. shall be disclosed pursuant to the provisions of the applicable legislation of Ukraine and the state of residence of the Buyer;

6.2.2. is known to the general public as of the date of its transfer;

6.2.3. was received by the Party from the third persons on legal grounds;

6.2.4. was known to the Party before conclusion of this Agreement;

6.3. The Parties are obliged to make all reasonable efforts to prevent disclosure of any information and documents received (available) during this Agreement validity period including within 3 (three) years upon expiration of this Agreement.

6.4. The Parties shall not be held responsible in case of transfer of the confidential information to the state authorities entitled to its discovery provided that the documents for the information discovery are duly executed and under these circumstances the Parties are obliged to disclose the confidential information to the corresponding state authorities only to the extent defined for the Supplier by the applicable legislation of Ukraine, for the Buyer – by the legislation of the state of residence of the Buyer.

**7. RESPONSIBILITY OF THE PARTIES**

7.1. For violation of the terms of payment for the goods the Buyer shall pay the penalty to the Supplier being equal to …% of the amount due per each day of delay.

7.2. For breach of the agreed goods delivery period the Supplier shall pay the penalty to the Buyer being equal to…% of the cost of undelivered goods.

7.3. In case of delivery of the defective goods namely the goods non-conforming to the requirements indicated in the specification, the Supplier is obliged to replace the defected goods with the goods meeting the requirements of the Agreement within the time limits additionally agreed by the Parties.

7.4. If the goods are delivered in the quantity less than indicated in the specification, the Supplier is obliged to carry out additional delivery of the corresponding quantity of goods within the time limits additionally agreed by the Parties.

**8.** **DISPUTES RESOLUTION**

8.1. Any disputes or disagreements arising out of or in connection with conclusion, amendment or termination of this Agreement, as well as fulfillment of its terms and conditions, shall be resolved by the Parties through negotiation.

8.2. If the Parties fail to resolve the dispute through negotiation, the dispute shall be settled by Kyiv Economic Court.

8.3. If the dispute is settled by the Court, the provisions of substantive and procedural law of Ukraine shall be applied.

**9. FORCE MAJEURE CIRCUMSTANCES**

9.1. The Parties shall not bear responsibility for non-fulfilment or improper fulfillment of their obligations under the Agreement if such non-fulfillment resulted from direct influence on either Party of circumstances of insuperable force (hereinafter the force majeure).

9.2. Force-majeure under this Agreement shall mean actions and/or events commenced after the effective date of the Agreement and beyond the reasonable control or unforeseeable by the Party. In case of commencement of force-majeure the time limits for fulfillment of obligations under the Agreement shall be extended for the duration of force-majeure or the period necessary for elimination of force-majeure after-effects.

9.3. The Affected Party shall notify the other Party within 5 (five) calendar days upon commencement of force majeure. Upon termination of force-majeure, the Affected Party shall notify the other Party within 3 (three) calendar days as from the date of termination of force-majeure.

9.4. Commencement, existence and (or) termination of force-majeure shall be proved by the Affected Party. The relevant proofs shall be provided to the other Party within 10 (ten) calendar days as from the date of commencement of force-majeure. The specified time limits may be extended only on condition that the duration of force-majeure or the period determined by appropriate authorities for provision of response to the request and/or issue of the documents make it impossible to receive or provide the proofs within the time limits specified in this paragraph of the Agreement.

9.4.1. The certificate issued by the Chamber of Commerce and Industry of Ukraine or authorized regional Chamber of Commerce and Industry is one of the sufficient proofs of force-majeure circumstances for the Supplier.

The document issued by the Chamber of Commerce and Industry of the state of residence of the Buyer is one of the sufficient proofs of force-majeure circumstances for the Buyer.

* 1. Upon termination of force-majeure the obligations under this Agreement that have become due shall be immediately fulfilled.
  2. If the Affected Party:
* within the time limits prescribed by paragraph 9.3. of this Agreement failed to notify the other Party that fulfilment of the obligation was impossible due to force-majeure

and/or

* within the time limits specified in par. 9.4. of the Agreement failed to provide the document issued by the appropriate authority for confirmation of force-majeure,

the specified Party shall be deprived of right to invoke force-majeure as the reason for failure to fulfil obligations under the Agreement and shall bear responsibility for violation of the terms and conditions of the Agreement as prescribed by the section 7 of the Agreement.

9.7. If the force majeure lasts more than 30 (thirty) calendar days, the Party having suffered due to nonfulfillment or improper fulfillment of obligations by the Affected Party, is entitled to unilaterally terminate this Agreement notifying the other Party 5 (five) calendar days before the actual termination of the Agreement.

**10. AGREEMENT VALIDITY PERIOD**

10.1. This Agreement shall become effective as from the date of its signing by the authorized representatives of the Parties and affixing the seals of the Parties and shall be valid for: ….

10.2. The date of the Agreement signing shall be deemed to be the date indicated in its preamble.

10.3. The time limits specified in paragraph 10.1 of the Agreement shall not be applied to the obligations of the Parties for payment of penalty or reimbursement of damages and the specified obligations shall be fulfilled without regard to expiration of the Agreement.

10.4. Agreement shall be automatically prolonged for each next 12 months unless either Party notifies the other Party of refusal to further participate in this Agreement.

10.4.1. The notification specified in par. 10.4 of the Agreement shall be provided 30 (thirty) calendar days before expiration of the Agreement.

10.5. This Agreement may be brought to an early termination in the following cases.

10.5.1. At any time as may be required by either Party. Therewith the Party initiating termination of the Agreement is obliged to notify the other Party in writing of its intention not later than 30 (thirty) calendar days before the actual expiration of the Agreement.

10.5.2. At any time by mutual consent of the Parties that shall be executed by making and signing of corresponding supplementary treaty to the Agreement.

10.5.3. As may be required by the Party having suffered due to nonfulfillment or improper fulfillment by the other Party of the obligations under the Agreement caused by force-majeure within the period exceeding 30 (thirty) calendar days

In this case the period following the end of which the Agreement shall be deemed to be terminated is equal to 5 (five) calendar days as from the date when the Affected Party receives notification from the other Party of unilateral Agreement termination.

**11. FINAL PROVISIONS**

11.1. Upon this Agreement signing, all prior negotiations, correspondence, prior agreements, statements of intent and any other oral or written arrangements between the Parties on the issues anyway relating to this Agreement, shall lose their validity but may be taken into account while interpretation of the terms and conditions of this Agreement.

11.2. Neither Party is entitled to transfer its rights and obligations under this Agreement or their part to the other persons without agreement with the other Party. Any transfer in breach of the provisions of the specified paragraph shall be deemed invalid and void.

11.3. If one or several provisions of this Agreement are declared invalid, illegal or unenforceable, it shall not affect validity, legality and enforceability of the other provisions.

11.4. The Parties are fully responsible for accuracy of the details indicated by them in this Agreement and undertake on a timely basis namely within 3 (three) working days to notify each other in writing of the change of the details and in case of failure to provide the specified notification, shall bear a risk of ensuing of the corresponding negative outcomes.

In the absence of the Party at the address indicated in the Agreement or refusal by the Party to receive the mails sent using the details provided in the Agreement, the specified mail is deemed to be received by the Party at the date of expiry of the time limits for delivery of the corresponding types of mail prescribed by the applicable legislation of Ukraine (if the Supplier is the mail recipient) or the state of residence of the Buyer (if the Buyer is the mail recipient).

11.5. Supplementary treaties and annexes to this Agreement as well as the other documents relating to this Agreement (invoices, records and etc.) shall constitute its integral part and shall have legal force and effect only if they are executed in writing and signed by the authorized representatives of the Parties and affixed by their seals.

11.6. All the corrections in the Agreement shall be legally effective and may be taken into account only if they bare a date and certified by signatures of the authorized representatives of the Parties and affixed by their seals in each separate case.

11.7. The Parties warrant that while fulfilment of the terms and conditions of the Agreement, all the documents derived, relating to this Agreement or those that shall be made pursuant to the terms and conditions of the Agreement, will be signed only by the persons authorized to perform the specified actions by relevant constitutive documents and/or internal regulations (Articles of Association, provisions, orders, Powers of Attorney, position descriptions).

11.8. All the documents and notifications relating to this Agreement shall be deemed to be duly sent to the corresponding Party if they are sent using the current Party details by post or by means of electronic communication, or delivered by courier.

11.9. This Agreement is made with the full understanding by the Parties of its terms and conditions and singed in two copies of equal legal force.

One copy is kept by the Buyer, the other copy – by the Supplier.

**12. ADDRESSES AND DETAILS OF THE PARTIES:**

|  |  |
| --- | --- |
| **Buyer** | **Supplier** |
| **… «…»** | **Univest Marketing Company LLC** |
| … | 08500, Kyiv region, Fastiv city,  10 Polihrafichna str. |
| USREOU code … | USREOU code 20059685 |
| TIN … | TIN 200596810241 |
| C/a … | C/a UA333005280000026006001300288 |
|  | OTP Bank JSC  Kyiv city |
| MFO … |  |
| Tel. …  Email: … | Tel. (044) 494-09-03  Email: … |

**SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **…**  **…«…»** | **…**  **Univest Marketing Company LLC** |
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